STATE OF UTAH. UTAH STATE TAX COMMISSION CONTRACT

1. CONTRACTING PARTIES. This Contract is between the Utah State Tax Commission ("Commission"), and the following contractor:

Decals, Inc. 4850 Ward Road Wheat Ridge, CO 80033

986641

Larry R. Sale

(303) 425-0510

Contact Person

Phone Number

840370650 Federal Tax ID# 57778C

Vendor Number

96622000000 Commodity Code(s) COPY FOR YOUR INFORMATION

LEGAL STATUS OF CONTRACTOR: For-Profit Corporation

- 2. GENERAL PURPOSE OF THIS CONTRACT: To produce, package, and ship to the Commission vinyl and retroflective decals and associated instruction cards.
- 3. PROCUREMENT. This Contract is entered into as a result of the procurement process on Bid #NO8108, Requisition RX1208PR00000019, State of Utah Fiscal Year 1998.
- 4. CONTRACT PERIOD. Effective Date: April 1, 1998. Termination Date: March 31, 2001, unless terminated early or extended in accordance with the terms and conditions of this Contract. Renewal Options: 2 1-year.
- 5. CONTRACT COSTS: Contractor will be paid a maximum of \$1,853,522.47 for costs authorized by this Contract.
- 6. ATTACHMENT A: State of Utah, Standard Terms and Conditions
 - ATTACHMENT B: Request For Proposals w/Attachments, Descriptions, Samples, and Amendments

ATTACHMENT C: Contractor-submitted Proposal w/Attachments and Samples

ATTACHMENT D: Contractor-submitted pricing

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

- 7. DOCUMENTS INCORPORATED INTO THIS AGREEMENT BY REFERENCE BUT NOT ATTACHED.
 - a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this Contract;
 - b. Utah State procurement Code and Procurement Rules; and,
 - c. Contractor's response to Bid #NO8108.

CONTRACT NUMBER

SECTION 1.0 INTRODUCTION AND METHOD OF PROCUREMENT

1.1 OVERVIEW

1.1.1 Background

R873-22M-14. License Plates and Decais Pursuant to Utah Code Ann. Sections 41-1a-215, 41-1a-401, and 41-1a-402.

- A. Except as provided under Section 41-1a-215(1), license plates shall be renewed on a yearly basis until new license plates are issued.
- B. For all license plates, except vintage vehicle license plates, a county decal, month decal and year decal shall be issued upon the first registration of the vehicle. Upon each subsequent registration, the vehicle owner shall receive only a year decal to validate renewal. The registration decals shall be applied as follows:
 - 1. Decais displayed on license plates with black lettering on a white background shall be applied to the lower left hand corner of the rear license plate.
 - 2. Decais displayed on centennial license plates and regular issue license plates with blue lettering on a white background shall be applied to the upper left hand corner of the rear license plate.
 - 3. Decals displayed on special group license plates shall be applied to the upper right hand corner of the rear license plate unless there is a plate indentation on the upper left hand corner of the license plate.
 - 4. All registration decais issued for truck tractors shall be applied to the front license plate in the position described in either Subsection B.1. or B.2.
 - 5. All registration decals issued for motorcycles shall be applied to the upper corner of the license plate opposite the word "Utah".
- C. The county decal shall be displayed on the license plate in the left position, the month decal in the middle position, and the year decal in the right position.
- D. The current year decal shall be placed over the previous year decal.
- E. Whenever any license plate, county decal, month decal, or year decal is lost or destroyed, a replacement shall be issued upon application and payment of the established fees.
- 41-1a-406. County designations on decals -- Design by commission.
- (1) The county designation required by Section 41-1a-402 shall be included as a part of the registration decal.
- (2) The design of the county designation shall be selected by the commission under commission rules.
- (3) In developing the county designation, the commission shall consult with all interested state agencies and county governments.

1.1.2 Purpose

The purpose of this Request For Proposals (RFP) is to solicit competitive proposals from responsive, responsible, and financially sound organizations that will provide secure production services of all decals required by the Utah State Tax Commission, hereinafter referred to as Agency.

1.1.3 Authority

This RFP is issued under the authority of Utah Code Annotated, Title 63, Chapter 56, Utah Procurement

Rules, and Agency policy. All prospective contractors are charged with presumptive knowledge of the cited authorities. The submission of proposals by a prospective contractor shall constitute admission of such knowledge on the part of such prospective contractor. Any proposal submitted by a prospective contractor which fails to meet all published requirements of the cited authorities may, at the option of the Agency, be rejected without further consideration.

1.1.4 Contract Term

The Agency intends to award a three year firm fixed price with price adjustment contract with two one-year renewal options. In no case will the contract, including all renewals exceed five years. The contract for production of the required decals as specified in this RFP will commence March, 1998 and conclude January, 2001. The optional extensions, exercised at the Agency's discretion, may extend the contract term to January, 2003. The Agency reserves the right at any time to negotiate for new technological production and materials advancements and services not contained in the original or previous renewal contracts. The contract term will include the initial period required for the contractor to conduct any start-up activities as may be necessary. All costs incurred by the contractor for the start-up period will be included in the fixed price bid. The total fixed price bid quoted in the offeror's price proposal will be firm and binding. However, pursuant to §R33-3-702(3), Utah Administrative Rules, a price adjustment may be granted by the Agency in the event of market fluctuations and cost increases beyond the contractor's control.

1.1.5 RFP Organization

This RFP is organized into six sections plus appendices. These Sections are:

SECTION 1 - Introduction and Method of Procurement

Provides offerors with general information on the objectives of this RFP and the procurement process and rules which will be followed;

SECTION 2 - Reserved:

SECTION 3 - Statement of Work & Specifications

Provides offerors with a description of the services to be performed, description of the required decals, delineates Agency and contractor responsibilities, and defines milestones and deliverables;

SECTION 4 - Terms and Conditions

Provides offerors with the terms and conditions under which the work will be performed;

SECTION 5 - Proposal Requirements

Provides offerors with instructions on format, content, and schedules for submission of proposal information;

SECTION 6 - Proposal Evaluation

Summarizes how proposals will be evaluated by the Agency staff.

The following appendices are also included to support information in the RFP:

Appendix A - Decals Specifications Notes

Appendix B - Reserved;

Appendix C

Reserved:

Appendix D

Reserved.

1.2 PROCUREMENT APPROACH

1.2.1 Legal Basis

Provisions of this RFP and subsequent contract are pursuant to the authority set forth in <u>Utah Code</u>

<u>Annotated</u>, Title 63, Chapter 56, as amended, Utah State procurement Rules (<u>Utah Administrative Code</u>
Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.

1.2.2 Procurement Methodology

The major steps of the procurement approach are as follows:

The proposals shall be submitted in two distinct parts, technical and price proposal, and shall be delivered at the same time. Each packet shall be separately bound and labeled as either the technical or the price proposal.

The technical proposal will be evaluated first using a pass/fail evaluation of mandatory submission requirements followed by a point-scored evaluation based on the evaluation criteria outlined in Section 6. The price proposal will be opened and scored after all technical proposals are evaluated.

The Agency will rank the proposals based upon the combined technical and price proposal scores. Following this determination, the Agency's Purchasing Agent will immediately submit the proposal evaluation documentation to the Contract Officer for review and approval.

1.2.3 Procurement Schedule

The following schedule is expected to be adhered to during the procurement period:

Issuance of RFP

30 January 26, 1998

Written Questions Due

February 9, 1998 - 2:00pm MT

Proposals Due

February 24, 1998 - 3:00pm MT

Evaluations Commence

February 26, 1998

Oral Presentations

N/A

Anticipated Contract Start

March, 1998

1.3 PROCUREMENT PROCESS

1.3.1 Contract Administration

The State of Utah, Department of Administrative Services, Division of Purchasing will act as Issuing Office for the procurement process on behalf of the Agency. Mr. Paul F. Mash, Contract Officer is responsible for the procurement process.

1.3.2 Letter of Intent

Prospective offerors are not required to submit a letter of intent to bid. However, written questions in response to this RFP will be accepted and should be addressed to:

Ms. Phyllis Robins
Purchasing Agent
Utah State Tax Commission
210 N. 1950 W.
Salt Lake City, Utah 84134
FAX (801) 297-3899 or E-Mail: probins@tax.state.ut.us

If faxed, the questions must be on the offeror's official business letterhead and must be signed by an individual authorized to commit the company to the work proposed. Submission of questions is not binding on the prospective offeror to submit a proposal. Questions must be submitted no later than 2:00pm, MT, February 9, 1998, at the address, Fax number, or E-mail listed above. Late questions or improperly submitted questions will not be answered.

1.3.3. Offerors' Conference

An Offerors' Conference will not be held. In lieu of a conference, offerors are strongly urged to review materials available and to submit written questions.

Written questions should be submitted in an original and one copy to the Purchasing Agent at the business address specified in Subsection 1.3.2. Written responses to questions without identification of the source of the question, will be sent to all offerors within five working days after February 9, 1998. Offerors should clearly understand that only the answers issued under RFP Amendment are the official position of the Agency and will become part of the subsequent contract. The Agency will not accept verbal questions from offerors. Such questions and/or communications initiated by any prospective offeror may constitute a violation of Subsection 1.4.1 of this RFP. If requested, the answers to the questions may be presented to prospective offers by return E-Mail. However, this request must be made with the submission of any questions.

1.3.4 Procurement Library

A procurement library will not be established. The Agency believes that all pertinent information is contained in this RFP; prospective offerors are encouraged to submit questions in the event clarifications or additional information is required. However, samples of decais will be provided upon request. Any prospective offeror desiring samples should contact the Purchasing Agent at the address specified in Section 1.3.2 of this RFP.

1.3.5 RFP Amendments

The State reserves the right to amend the RFP prior to the closing time and date for receipt of proposals. Extensions to the bid due date and time may be provided to all potential offerors if any amendment is deemed to have a significant impact on the preparation of proposals.

1.3.6 <u>Proposal Submission</u>

Each proposal must be submitted in an original and five copies, including the transmittal letter.

Telegraphic or telecopy proposals will not be considered. All proposals must be physically received by the State of Utah, Department of Administrative Services, Division of Purchasing, 3150 State Office Building, Capitol Hill, Salt Lake City, Utah 84114 prior to 3:00 p.m. MT, February 24, 1998.

Late proposals will not be accepted under any circumstances and will be returned to the offeror unopened. The outside cover of the package containing the technical proposals shall be marked:

Motor Vehicle Decal Production Project
Bid Number: NO8108
Technical Proposal
(Offeror Name)
Bid Closing Date and Time

The outside cover of the package containing the price proposals shall be marked:

Motor Vehicle Decal Production Project
Bid Number: NO8108
Price Proposal
(Offeror Name)
Bid Closing Date and Time

Any amendments to the technical or price proposals shall be submitted in the same manner consistent with the instructions described in this section and clearly labeled as "Amendment to Price (or) Technical Proposal".

The name, title, mailing address, and telephone number of the offerors' authorized agent with the authority to bind the firm and answer critical questions concerning the proposal must be stated clearly in both the price and technical proposals. Unnecessarily elaborate brochures or representations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Offerors must furnish all information requested in the price and technical proposals. References to literature submitted with previous proposals or otherwise will not satisfy this provision and may cause rejection of the proposal. All proposals received by the State shall upon receipt become and remain the property of the State.

1.3.7 Proposal Amendments and Rules for Withdrawal

Prior to the proposal due time and date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal, signed by the offeror's authorized agent, to the Issuing Office.

Offerors will be allowed to make amendments to their proposal prior to the bid due time and date. These amendments must be submitted in accordance with the instructions in Subsection 1.3.6. The State will not accept any amendments, revisions, or alterations to the proposals after the proposal due date.

1.3.8 Acceptance of Proposals

All proposals properly submitted will be accepted by the State. After receipt of the proposals, the State

reserves the right to award a contract based upon the terms, conditions, premises, the RFP and the proposal of the selected offeror, without negotiation.

All proposals must be responsive to all requirements of the RFP in order to be considered for the contract award. Any submitted proposal shall remain a valid proposal for six months after the proposal due date.

The State also reserves the right to exclude any and all nonresponsive proposals from consideration for contract award. The State anticipates that the bid will be made to the lowest responsive and responsible bidder, as defined in Utah Code Annotated, Title 63, Chapter 56. The State is not required to award to the offeror submitting the lowest dollar offer.

The State reserves the right to waive minor irregularities in proposals providing such action is in the best interest of the State. Where the State may waive minor irregularities, such waiver shall in no way modify the RFP requirements or excuse the offeror from full compliance with RFP specifications and other contract requirements if the offeror is awarded the contract. The State also reserves the right to require offerors, at their own expense, to submit written clarification of a proposal in the manner and the format that the State shall require. Discussion of a technical proposal may be conducted by the procurement officer with any bidder who submits an acceptable or potentially acceptable technical offer under the provisions of R33-3-116 (5) of the Utah Procurement Rules.

1.3.9 Oral Presentations

No oral presentations for this procurement will be scheduled.

1.3.10 Award Notice

The notice of the intent to award a contract will be available in the Purchasing Division office after the proposal evaluations are completed.

1.4 RULES OF PROCUREMENT

To facilitate the procurement, various rules have been established. They are described in the following subsections.

1.4.1 Restrictions on Communications with Agency Staff.

From the issue date of this RFP until a contractor is selected and the selection is announced, offerors are prohibited from communications with Agency staff regarding this procurement except the Purchasing Agent identified in Subsection 1.3.2., the Contract Officer, and the Issuing Office.

For violation of this provision, the State shall reserve the right to reject the proposal.

1.4.2 Cost of Preparing the Proposals

All costs incurred by the offerors during the preparation of their proposals will be borne by the offerors. The State of Utah will not reimburse the offeror for any such costs.

1.4.3 No Contingent Fees

The offeror must warrant in writing in the transmittal letter that it has not employed any company or person other than a bona fide employee working solely for the offeror or a company regularly employed as its marketing agent to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bone fide employee working solely for the contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of this contract.

For breach or violation of this provision, the State shall have the right to reject the proposal or annul the contract without liability, or, at its discretion, deduct from the contract price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingencies.

1.4.4 <u>Disposition of Proposals</u>

The proposal submitted by the successful offeror shall be incorporated into and become part of the resulting contract. All proposals received by the State shall, upon receipt, become and remain the property of the State of Utah. The State will have the right to use all concepts contained in any proposal, and this right will not affect the acceptance or rejection of the proposal. The selected proposal and supporting documentation will be made available for public inspection upon request following contract award. Proposals of offerors not selected for award will not be available for public inspection.

1.4.5 Use of Subcontractors

The successful offeror will be designated as the prime contractor and responsible for all of the work to be performed under this contract. Offerors must identify proposed subcontractors in their technical proposal. As a minimum, this identification shall include the name, address, and the scope of work to be performed by such subcontractors. The estimated dollar amount of each subcontract must be listed in the price proposal, not the technical proposal. Any subcontractor not listed at the time of proposal submission shall require the prior written approval of the Agency.

1.4.6 Independent Price Determination

The offeror shall certify in writing in the transmittal letter that the bid was arrived at independently without collusion, consultation, communication, or agreement as to any matter concerning pricing with any other offeror. In addition, the offeror is prohibited from participating in multiple proposals in response to this RFP.

The offeror must include a statement in the transmittal letter certifying that the price was arrived at without any collusion or conflict of interest, as described above. Should any conflict of interest be detected at any time during the contract, the contract shall be declared null and void, and the contractor shall assume all costs of this project until such time that a new contractor is selected.

1.4.7 <u>Insurance</u>

Awarding of a contract will be contingent upon the offeror complying with Utah's statutes regarding Workers' Compensation Insurance and submission of written proof of that compliance. The selected contractor will also need to provide evidence of comprehensive liability coverage for its employees and of insurance to protect the State against claims by the contractor's personnel.

SECTION 3.0 STATEMENT OF WORK AND SPECIFICATIONS

3.1 SECTION PURPOSE AND REQUIREMENTS

3.1.1 Section Purpose

The purpose for this Section is to establish the scope of work and performance requirements for the anticipated contract.

3.1.2 Decais General Information

Workmanship and materials used shall be of excellent quality. The completed product must comply with all specifications and requirements for this contract and the industry standards for the designated use of the decal products. The quantities listed for each decal are only estimates based on previous usage. The final quantities will be made available at least 60 days prior to production to order sufficient materials. Also, a quantity of at least 100 of each decal, with the word "SAMPLE," using an outlined font printed on its face, will be produced above and beyond the quantities established for production. The delivery schedules are based on previous years time-lines and may be renegotiated if the Tax Commission feels it is to their best interest. The vendor, in the future, must be flexible in their productions schedule to allow for full delivery or partial/quarterly deliveries that best fit the needs of the Tax Commission and that will allow the vendor adequate production time.

3.1.3 Artwork

The contractor will be responsible for creating any camera-ready (new or revised) artwork for the production of decals, matching design, font, color, and size substantially similar to samples provided. Also, the contractor will be required to produce the instruction card

3.1.3.1 Initial Period

The contractor will prepare camera ready art work and color matching for approval within 30 days from the initial contact informing them of the contract award. A second review will be required prior to production. Also, a written production schedule must be provided within the first 30 days of being awarded the contract.

3.1.3.2 Years Two and Three (Including Optional Renewals, if exercised)

After the first year of the contract, the contractor must provide artwork and color matching for approval 30 days prior to production and for final review prior to production. The contractor will also provide a written production schedule by March 31st (or a date that allows timely scheduling) each year.

3.2 RETROFLECTIVE SHEETING

3.2.1 Characteristics

3.2.1.1 Dry Performance

Unprinted reflective sheeting shall have the following minimum coefficients of retroreflection expressed as average candlepower per foot candle per square foot of material. The coefficient of retroreflection shall be measured in accordance with ASTM E-810, except that only one reading shall be taken at each position and the sample shall not be rotated 90 degrees

| White observation Angles | 0.2 Degrees | 0.5 Degrees |
|--------------------------|-------------|-------------|
| Entrance Angles | 50.0 | 20.0 |
| 44 degrees | 50.0 | 30.0 |
| 40 degrees | 10.0 | 8.0 |

3.2.1.2 Rainfall and Snow Performance

The coefficient of retroreflective of the same sheeting totally wet by rain or snow, shall not be less than 90% of the above values. Wet performance measurements shall be conducted at 0.2 degrees observation and -4 degrees entrance angle in accordance with ASTM E-810 and using the test set-up described in FHWA Specifications FP-85 Section 718.02(a) and Section 7.10.1 of the AASHTO M 268.

3.2..2 Adhesive and Protective Liner

3.2.2.1 Adhesive

The precoated pressure-sensitive adhesive shall form a durable, vandal resistant bond to a clean, dry, properly painted or reflective sheeting license plate surface or sticker of the same material.

The adhesive shall not exude from the edges of the sheeting when processed into finished stickers so as to cause stacked pieces to stick together during shearing, cutting, printing, handling, or while packaging for shipment and distribution.

3.2.2.2 Protective Liner

The protective liner attached to the adhesive shall be removable by peeling without soaking in water or using solvents and shall be easily removed after storage for four hours at 150 degrees F (66 degrees C) under a weight of 2.5 pounds per square inch.

The protective liner shall be 80 pounds basic paper weight and the total thickness of the sheeting, adhesive, and liner shall not exceed 0.012 inch.

3.2.3 <u>Color</u>

The sheeting shall be similar in daytime color and retroreflective nighttime color to enable quick verification of proper registration. Transparent or opaque inks used shall be those recommended by the reflective sheeting manufacturer to provide adequate face and normal wear resistance, when properly covered with a quality coating of protective clear finish. The color fastness of the inks used in the printing shall be guaranteed for a period of five years.

3.2.4 Cleanability

Decals when applied shall be easily cleaned of normal dirt accumulation by washing with water and detergent and be sufficiently solvent resistant to permit cleaning with solvents such as VM&P Naphtha, mineral spirits, or other solvents used on vehicles finishes. Rinsed and dry, the surface shall show no appreciable change following cleaning when compared to a new clean decal.

3.2.5 Directional Security Marks

The sheeting shall have integrated, protective directional marks which make unauthorized decal reproductions extremely difficult. The security marks shall be a picture of a "Beehive" design (sample of beehive provided on request) and on a normal 1" x 1.5" decal, the design shall be separate by no more than .75 inch.

3.2.5.1 Visual Verification

Decais properly applied shall provide effective visual verification by exhibiting the following:

- 3.2.5.1.1 Marks shall be visible to the viewer directly facing the decal surface at an angle of 30 degrees perpendicular above decal. The marks shall be visible to a 6' tall viewer standing 6 feet from and directly facing the decal surface which is 25" from the ground and shall not be visible to the viewer standing at 2 feet and 20 feet from and directly facing the decal.
- 3.2.5.1.2 Marks shall not be visible when viewed at an angle greater than 45 degrees to the left or right side of the decal.
- 3.2.5.2 Security marks shall have the following properties:
- 3.2.5.2.1 Be visible in defused daylight and by retroreflective light at night.
- 3.2.5.2.2 Be visible on a decal held at arms length and slightly tilted and not visible if rotated 90 degrees from the first viewing position.
- 3.2.5.2.3 Marks shall not alter sheeting colors or reduce sheeting brightness below specified levels.
- 3.2.5.2.4 Marks shall not be removable by chemical or physical means from the sheeting or the finished validation decal without irreparable damage to the reflective system.

3.3 VINYL SHEETING

3.3.1 Characteristics

Vinyl materials used must be equal to or better than the following specification which include basic ASTM standards.

3.3.1.1 Properties, Testing Methods, and Typical Values

| Property | Test Method | Tvpical Value |
|----------------|----------------------------|---------------|
| Surface finish | Gloss meter, 60 Reflection | 45%, nominal |

Thickness Micrometer 0.0045 ± 0.0003 inch

(including adhesive)

Tensile Instrom Tensile Tester jaw 13 lb/in minimum

separation 2" (5.05 cm) and crosshead speed of 12" (30.5 cm) per minute.

Elongation Instrom Tensile Tester as above 250% minimum

Shelf Life Free from excessive direct One year

sunlight, moisture & temperature

Temperature Standard conditions -40° F + 200° F

Humidity @ 100% Standard conditions No effect

Salt Spray Standard conditions No effect

Gasoline Standard conditions No effect

Resistance

Stability Standard conditions $\geq 1/64" \leq 1/32"$

3.3.1.2 Adhesive

(Instant peel) PSTC-1, 15 minutes 35 oz/inch width min. (Ultimate peel) PSTC-1, one week 90 oz/inch width aver.

4 mil calendered vinyl film is coated with acrylic pressure-sensitive adhesive which facilitates applications over a wide range of temperatures. Optimum application temperatures are between 40° F and 85° F.

Liner Releaser TLMI (300 in/min.) 110g per 2" width

3.3.1.3 Durability

Expected durability is between 2-3 years unprinted. With printing and clear coating durability should be extended without fading, peeling, cracking, yellowing, etc.

3.4 QUANTITIES

The quantities presented below are estimates for the first year of the contract, based upon previous years' usage and future projections and are provided for bidding purposes. The Agency reserves the right to increase or decrease the estimated quantities for each of the respective decals at any time during the term of the contract.

3.4.1 Samples

A quantity of 100 sample decals will be prepared, above a beyond the quantities approved for production, with the word "SAMPLE" printed in an outline font over the face of the decal.

3.4.2 Packaging & Shipping

3.4.2.1 Packaging

Refer to the Decal Specification Notes found in Appendix A of this document for each decals respective packaging requirements.

3.4.2.2 Shipping

The delivery schedules found and represented in the following sections are based on previous years' time-lines and may be renegotiated in the event the Agency determines that it is in the best interest of the State to modify the shipping and delivery schedule. By submitting a proposal, the prospective offeror agrees to be flexible in their production schedule to allow for full or partial, including quarterly, deliveries. It is anticipated that upon award, the contractor will work in good faith to meet the needs of the Agency and likewise the Agency recognizes the contractor's need for adequate production time.

3.4.3 Decal Descriptions, Quantities, and Delivery Dates

3.4.3.1 County Indicator Decals

| | | First Year | Expiration | Delivery | |
|-----------|--------------------|------------|------------|----------|----------|
| Catalog # | Description | QTY | date | date | Sheeting |
| 2000 | (DA) Davis Co. | 58,000 | NA | 10-1-98 | Retro |
| 2010 | (SL) Salt Lake Co. | 235,000 | NA | 10-1-98 | Retro |
| 2020 | (UT) Utah Co. | 70,000 | NA | 10-1-98 | Retro |
| 2030 | (WB) Weber Co. | 55,000 | NA | 10-1-98 | Retro |
| 2050 | (BV) Beaver Co. | 1,800 | NA | 10-1-98 | Retro |
| 2060 | (BE) Box Elder Co. | 15,000 | NA | 10-1-98 | Retro |
| 2070 | (CA) Cache Co . | 26,000 | NA | 10-1-98 | Retro |
| 2080 | (CC) Carbon Co. | 12,000 | NA | 10-1-98 | Retro |
| 2090 | (DA) Daggett Co. | 1,300 | NA | 10-1-98 | Retro |
| 2100 | (DU) Duchesne Co. | 7,000 | NA | 10-1-98 | Retro |
| 2110 | (EM) Emery Co. | 10,000 | NA | 10-1-98 | Retro |
| 2120 | (GA) Garfield Co. | 2,500 | NA | 10-1-98 | Retro |
| 2130 | (GR) Grand Co. | 3,000 | NA | 10-1-98 | Retro |
| 2140 | (RN) Iron Co. | 10,000 | NA | 10-1-98 | Retro |
| | | | | | |

| .4.3.3 | Apportione | d Decais | | | | | | | |
|--------|--------------|----------------------------|-----------------|---------|--------|-------|----------|---------|---------|
| | | | | | | | | | |
| | TOTAL MO | ONTHLY DECALS | | 718,000 |) | | | | |
| | 2610 | (12) December | 44,000 | | NA | | 10-1-98 | | Retro |
| | 2600 | (11) November | 48,000 | | NA | | 10-1-98 | | Retro |
| | 2590 | (10) October | 5 8,0 00 | | NA | | 10-1-98 | | Retro |
| | 2580 | (9) September | 56,000 | | NA | | 10-1-98 | | Retro |
| | 2570 | (8) August | 74,000 | | NA | | 10-1-98 | | Retro |
| | 2560 | (7) July | 67,000 | | NA | | 10-1-98 | | Retro |
| | 2550 | (6) June | 62,000 | | NA | | 10-1-98 | | Retro |
| | 2540 | (5) May | 72,000 | | NA | | 10-1-98 | | Retro |
| | 2530 | (4) April | 64,000 | | NA | | 10-1-98 | | Retro |
| | 2520 | (3) March | 60,000 | | NA | | 10-1-98 | | Retro |
| | 2510 | (2) February | 55,000 | | NA | | 10-1-98 | | Retro |
| | 2500 | (1) January | 58,000 | | NA | | 10-1-98 | | Retro |
| | Catalog # | Description | QTY | | date | | date | | Sheetin |
| | | | First Ye | ear | Expira | ation | Delivery | | |
| .4.3.2 | Monthly In | dicator Decals | | | | | | | |
| | TOTAL CO | DUNTY DECALS | 604,900 |) | | | | | |
| | 2290 | (WE) Wayne Co. | | 2,000 | | NA | | 10-1-98 | Ketro |
| | 2280 | (WN) Washington | Co. 26,000 | 2.000 | NA | 314 | 10-1-98 | 10.1.00 | Retro |
| | 2270 | (WA) Wasatch Co. | | | NA | | 10-1-98 | | Retro |
| | 2260 | (UN) Uintah Co. | 6,000 | | NA | | 10-1-98 | | Retro |
| | 2250 | (TE) Tooele Co. | 23,000 | | NA | | 10-1-98 | | Retro |
| | 2240 | (SU) Summit Co. | | 2,000 | | NA | | 10-1-98 | |
| | 2230 | (SE) Sevier Co. | 4,000 | | NA | | 10-1-98 | | Retro |
| | 2220 | (SP) Sanpete Co. | 7,500 | | NA | | 10-1-98 | | Retro |
| | 2210 | (SJ) San Juan Co. | | 3,600 | | NA | | 10-1-98 | |
| | 2200 | (RH) Rich Co. | 1,200 | | NA | | 10-1-98 | | Retro |
| | 2190 | (PT) Piute Co. | 2,000 | | NA | | 10-1-98 | | Retro |
| | 2180 | (MN) Morgan Co. | 4,000 | | NA | | 10-1-98 | | Retro |
| | | (MD) Millard Co. | 4,000 | | NA | | 10-1-98 | | Retro |
| | 2170 | (A (T) \ \ (1) \ (1) \ (2) | | | | | 10 1 00 | | D |
| | 2160 2170 | (KA) Kane Co. | 3,000 | | NA | | 10-1-98 | | Retro |

3.4.

| | | First Year. | Expiration | Delivery | |
|---------------|-------------|-----------------|--------------|----------|----------|
| Catalog # | Description | QTY | d ate | date | Sheeting |
| 24 70- | | | | | |
| 3/2000 | Apportioned | 1 5,0 00 | 3/2000 | 12-1-98 | Retro |
| 6/2000 | Apportioned | 7,000 | 6/2000 | 12-1-98 | Retro |
| 9/2000 | Apportioned | 2 8,0 00 | 9/2000 | 12-1-98 | Retro |
| 12/2000 | Apportioned | 3 5,00 0 | 12/2000 | 12-1-98 | Retro |

TOTAL APPORTIONED DECALS 85.000

100 TO

3.4.3.4 <u>Miscellaneous Decals</u>

| Catalog # | Description | First Yes | ar | Expirat | ion | Delivery date | Y | Sheeting |
|-----------|-------------------------|-----------------|---------|---------|------|------------------|--------|----------|
| 2700 | Yearly Validation | 4 | 200,000 | | 1999 | | 7-1-98 | onecing |
| Retro | | | | | | | | |
| | | 2,400,00 | 00 | 2000 | | 9-1-98 | | Retro |
| 2800 | Dealer Validation | | 15,000 | | 2000 | | 9-1-98 | Retro |
| 2810 | Eight Year Validation | 8 | | NA | | NA | | NA |
| 2320 | Antique Vehicle Val. | 300 | | 1999 | | 9-1-98 | | Retro |
| 2390 | Non-Expiring Validation | 2,000 | | NA | | NA | | NA |
| 2040 | IFTA | 40,000 | | 1999 | | 7-1-98 | | Vinyi |
| 2045 | Special Fuel User | | 5,000 | | 1999 | | 7-1-98 | Vinyl |
| 2300 | Aircraft Validation | 2,500 | | 1999 | | 7-1-98 | | Vinyl |
| 2310 | Antique Aircraft | 57 | | NA | | NA | | NA |
| 2370 | Experimental Aircraft | 34 | | NA | | NA | | NA |
| 2330 | Boat Base | 30,000 | | NA | | 7-1-98 | | Vinyl |
| 2340 | Boat Renewai | 130,000 | | 2000 | | 12-1-98 | | Vinyl |
| 2400 | Outboard Motor | 3,000 | | NA | | 7-1-98 | | Vinyl |
| 2410 | Off-Highway Husbandry | 1,000 | | NA | | 12-1-98 | | Vinyl |
| 2420 | Off-Highway Base | 25,000 | | NA | | 7-1-98 | | Vinyl |
| 2430 | Off-High. Renewal | 9 0,0 00 | | 2000 | | 12-1-98 | | Vinyl |
| 2440 | Snowmobile Base | 15,000 | | NA | | 7-1-98 | | Vinyl |
| 2450 | Snowmobile Renewal | 45,000 | | 1999 | | 7-1-98 | | Vinyl |
| | | | | | | | | |

TOTAL MISC. DECALS

3,003,899

SECTION 4.0 TERMS AND CONDITIONS

4.1 GENERAL TERMS AND CONDITIONS

4.1.1 Contract Composition

The composition of the contract resultant from this RFP shall include:

The contract and any amendments to the contract:

The RFP, inclusive of attachments and exhibits:

Any amendments to the RFP;

The contractor's proposal:

All requirements of Utah Code Annotated, the Utah Procurement Rules, and the State Purchasing Policies and Procedures guidelines.

4.1.2 <u>Interpretations of the Contract</u>

The order of the above list is the priority that will be considered in the case of a dispute.

In the event of a conflict in language among any of the components of the contract, the RFP shall govern. The State reserves the right to clarify any contractual relationship in writing, and such clarifications will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of the State.

4.1.3 Entire Agreement

The contract in the incorporated composite form represents the entire agreement between the contractor and the Agency, and it supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.

4.2 CONTRACT TERM

The contract shall begin on the date it is signed by the Executive Director of the Agency and approved by the State of Utah, Department of Administrative Services, Division of Purchasing. The initial contract shall be for a period of three years. The Agency reserves the option to renew the contract on an annual basis for two succeeding years or any portion thereof.

4.2.1 Termination of the Contract

The contract shall be subject to the following termination provisions. The contract may be terminated by the State:

For default;

For convenience:

For unavailability of funds:

Contractor financial instability.

All notices of termination as defined in the subsections below shall be in writing and will be forwarded by either certified or registered mail, return receipt requested.

4.2.1.1 Termination for Default

The State may terminate this contract in whole, or in part, whenever the Agency determines that the contractor or subcontractor has failed to satisfactorily perform its contract duties and responsibilities and is unable to cure such failure within a reasonable period of time, as specified in writing by the Agency's Purchasing Agent, taking into consideration the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by the Agency that the contractor has failed to satisfactorily perform its contracted duties and responsibilities, the Agency's Purchasing Agent shall notify the contractor, in writing, of the failure and establish a reasonable time period in which to cure such failure. If the contractor is unable to cure the failure within the specified time period, the Contract Officer will notify the contractor that the contract in full or in part has been terminated for default.

If, after notice of termination for default, it is determined by the State or a court that the contractor was not in default or that the contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence of the contractor or any of its subcontractors, the notice of termination shall be deemed to have been issued as a termination for the convenience of the State, and the rights and obligations of the parties shall be governed accordingly.

In the event of termination for default, in full or in part as provided by this clause, the Agency may procure, upon such terms and in such manner as the State may deem appropriate, services similar to those terminated, and the contractor shall be liable to the State of Utah for any excess costs for such similar service and all other damages allowed by law. In addition, the contractor shall be liable to the State for administrative costs incurred by the Agency in procuring such similar services.

In the event of termination for default, the contractor shall be paid for those deliverables which the contractor has delivered to, and have been accepted by the Agency. Payments for completed deliverables, delivered to and approved by the Agency shall be at the contract price less any amounts for assessed damages. Payment for partially completed deliverables, delivered to and not yet approved by the Agency shall be an amount determined by the State, taking into consideration any assessed damages, not to exceed the cost of that deliverable.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

4.2.1.2 Termination for Convenience

The State may terminate performance of work under the contract in whole or in part whenever for any reason the Agency shall determine that such termination is in the best interest of the State of Utah.

In the event that the Agency elects to terminate the contract pursuant to this provision, the Contract Officer shall notify the contractor, in writing, of the basis and extent of termination. Termination shall be effective on the date specified in the notice, and the contractor shall comply with all specified provisions of the termination notice.

Upon receipt of notice of termination for convenience, the contractor shall be paid the following:

At the contract price(s) for completed deliverables delivered to and accepted by the Agency for which they have not previously been paid, taking into consideration any assessed damages;

At a reasonable price negotiated between the contractor and the Agency for partially completed deliverables less any amounts for assessed damages, with the amount for each deliverable not to exceed the cost of that deliverable specified in the contract. In the event of a failure to agree upon a reasonable price, the matter shall be resolved in accordance with the Disputes provisions of the contract.

4.2.1.3 Termination for Unavailability of Funds

It is understood and agreed by the parties hereto that all obligations of the Agency, including the continuance of payments hereunder, are contingent upon the availability and continued appropriation of State funds, and in no event shall the Agency be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the State for the purchase of services hereunder shall be reduced, terminated, or shall not be continued at an aggregate level sufficient to allow for the purchase of the specified services to be performed hereunder for any reason whatsoever, the Contract Officer shall notify the contractor of such reduction of funds available and the Agency shall be entitled to reduce the Agency's commitment hereunder or to terminate the contract as it deems necessary.

4.2.1.4 Termination for Financial Instability

In the event that the contractor becomes financially unstable to the point of threatening the ability of the Agency to obtain the services provided for under the contract, ceases to conduct business in the normal course, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets, the State may, at its option, immediately terminate this contract. In the event the Agency elects to terminate the contract under this provision, it shall do so by the Contract Officer sending notice of termination to the contractor specifying the date of termination. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the contractor shall immediately so advise the Agency. The contractor shall ensure that all tasks related to the subcontract are performed in accordance with the terms of the contract.

4.2.1.5 Procedure on Termination

Upon delivery by certified mail to the contractor of a Notice of Termination, specifying the nature of the termination and the date upon which such termination becomes effective, the contractor shall:

Stop work under the contract on the date specified and to the extent specified in the Notice of Termination;

Place no further orders or subcontracts for materials, paper, services, or facilities;

Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;

Assign to the State in the manner and to the extent directed by the Contract Officer all of the right, title, and interest of the contractor under the orders or subcontracts so terminated, in which case the State shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination;

Take such action as may be necessary, or as the Contract Officer may direct, for the protection and preservation of the property related to the contract which is in the possession of the contractor, and in which the Agency has or may acquire an interest.

The contractor shall proceed immediately with the performance of the above obligations, notwithstanding any delay in determining or adjusting the amount of any item of reimbursable price under this clause.

4.2.1.6 Termination Claims

After receipt of a Notice of Termination, the contractor shall submit to the Contract Officer any termination claim in the form and with the certification prescribed by the Contract Officer. Such claim shall be submitted promptly but in no event later than six months from the effective date of termination, unless one or more extensions in writing are granted by the Contract Officer within such six month period or authorized extension thereof. However, if the Contract Officer determines that the facts justify such action, he may receive and act upon any such termination claim at any time after such six month period or any extension thereof. Upon failure of the contractor to submit its termination claim within the time allowed, the Contract Officer may, subject to any review required by the State procedures in effect as of the date of execution of the contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall thereupon cause to be paid to the contractor the amount so determined. In no case shall the contractor's termination claims include any claim for unrealized anticipatory profits.

Subject to the provisions of the previous paragraph and subject to any review required by the State procedures in effect as of the date of the execution of the contract, the contractor and the Agency may agree upon the amounts to be paid to the contractor by reason of the total or partial termination of work pursuant to this article. The contract shall be amended accordingly.

In the event of the failure of the contractor and the Agency to agree in whole or in part as to the amounts with respect to costs to be paid to the contractor in connection with the total or partial termination of work pursuant to this article, the Contract Officer shall determine on the basis of information available the amount, if any, due to the contractor by reason of termination and shall cause to be paid to the contractor the amount so determined. The contractor shall have the right of appeal, as stated under the Disputes provisions, from any such determination made by the Agency.

4.2.2 Right to Suspend Operations

If at any time during the contract, the Contract Officer determines that the best interest of the State would be served by temporarily suspending the contract or any part thereof, he shall do so by providing the contractor with a written notice to that effect. The contractor shall, immediately upon receipt of such notice, cease all work covered under the contract for the period specified in such notice.

4.3 OWNERSHIP

4.3.1 Ownership of Information

The Agency shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by the contractor under the contract.

The Contractor expressly agrees not to use data furnished by the Agency for independent projects without prior written permission from the State.

4.3.2 Ownership of Systems

N/A

4.3.3 <u>Inspection of Deliverables Prior to and During Production</u>

The State of Utah, Utah State Tax Commission, Department of Administrative Services, Division of Purchasing, or their authorized representatives shall, at all reasonable times, have the right to enter the contractor's premises or such other places where duties under the contract are being performed to inspect, monitor, or otherwise evaluate the work being performed. The contractor and all subcontractors must provide reasonable access to all facilities and assistance to the State representatives.

4.4 SUBCONTRACTING AND ASSIGNMENTS

4.4.1 Subcontracts

Suppliers of equipment and routine purchase orders necessary for the performance of contract obligations shall not be considered subcontractors. Any purchase of services by the contractor wherein the contractor does not exercise full, complete, and direct control over the performance of the purchased services shall be considered a subcontract. All subcontracts shall require the prior written

except as otherwise provided hereinabove, when the records are not available and the Contractor has failed to make the same available within ten days.

4.6 COST AND PRICING

The Contractor shall submit to the Agency and/or shall require subcontractors hereunder to submit cost or pricing data under the following circumstances:

Prior to the award of any subcontract, the total dollar of which is expected to exceed twenty-five thousand dollars when entered into;

Prior to the execution of any contract or subcontract change order, modification, extension, or renewal which involves aggregate increases or decreases in cost plus applicable profits which are expected to exceed twenty-five thousand dollars over the contract or subcontract's term except where price is based on adequate price competition, established catalog or market prices of commercial items sold to the general public, or prices set by law or regulation.

The Contractor shall certify and require subcontractors to certify in a form satisfactory to the Agency that, to the best of their knowledge and belief, the cost or pricing data submitted under this subsection is accurate, complete, and current as of the date of agreement of the negotiated price of the subcontract or of the contract or subcontract change.

If the Contract Officer determines that any price, including profit or fee, negotiated in connection with this agreement, or any cost reimbursable under this contract was increased by any significant sums because the contractor or subcontractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Contractor's or subcontractor's certification of current cost or pricing data, then such price or cost shall be reduced accordingly. And this agreement and the subcontract, if applicable, shall be modified in writing to reflect such reduction. The Contractor cannot increase the subcontractor's costs by adding a profit factor.

Since this agreement is subject to reduction under this subsection by reason of defective cost or pricing data submitted in connection with certain subcontracts, the Contractor shall include a clause in each subcontract requiring the subcontractor to indemnify the Contractor as appropriate. It is expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification for defective cost or pricing data required to be submitted by it's lower-tier subcontractors.

4.7 GUARANTEES/WARRANTIES/CERTIFICATIONS

4.7.1 Performance Bonding

A performance bond issued by a reputable surety company authorized to do so and doing business in the State of Utah, in the amount of one hundred thousand dollars (\$100,000.00) conditioned upon the prompt, proper, and efficient performance of the contract, will be required at the time of contract signing and shall take effect on the date of contract signing. The surety shall be made payable and deliverable to The State of Utah. The performance bond shall be renewed as necessary to remain in force for the full term of the contract.

The performance bond or equivalent shall be forfeited by the Contractor in the event that the contractor is unable to properly, promptly, and efficiently perform or initiate the contract and/or the contract is terminated by default or bankruptcy. The Agency may seek other remedies.

4.7.2 Warranty

Notwithstanding prior acceptance by the Agency of a contractor deliverable, the contractor shall expressly warrant that all decais and/or other deliverables are properly compliant with the terms of the agreement. The Contractor must correct all errors and deficiencies and replace incorrect or defective decals and/or other deliverables within one week from notification by the Agency to the Contractor of such deficiencies or such period as may be necessary to make corrections using all due diligence and dispatch as agreed upon between the Agency and the Contractor. If the Contractor fails to repair an identified error, deficiency, or defect within such period, the Agency may, at its sole discretion, act to repair, and the Contractor expressly agrees to reimburse the Agency for all costs incurred thereby. This warranty shall be in effect throughout the term of the contract and for one year thereafter. Deficiencies properly noted before expiration of the warranty shall be covered regardless of such expiration. Enhancements and other changes undertaken by the Agency as amendments to the contract resulting from this RFP shall be covered by this warranty.

4.7.3 Warranty Against Brokers' Fees

The contractor shall warrant that it has not employed any company or person other than a bona fide employee working solely for the contractor or a company regularly employed as its marketing agent to solicit or secure the contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor or a company regularly employed by the contractor as its marketing agent any fee, commission, percentage brokerage fee, emolument, gifts, or any other consideration contingent upon or resulting from the award of the contract. For breach or violation of the warranty, the Agency shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage brokerage fee, emolument, gifts, or contingent fees.

4.7.4 Offer of Gratuities

The Contractor shall not at any time during the period of this contract permit any individual employed by the State of Utah, or appointed or elected officials of the State of Utah, to gain a share of the contract or to benefit therefrom directly or indirectly because of a financial interest in the contract, or any subcontractor, or any affiliate of any subcontractor.

A violation of this provision shall constitute additional grounds for immediate termination of the contract. Furthermore, such violation shall be submitted to the State's Attorney General for whatever further action may be deemed feasible and/or appropriate.

4.8 INTERPRETATIONS/CHANGES/DISPUTES

4.8.1 Conformance with State Regulations

The contractor shall be required to conform to all State laws, rules, and policies as they exist or as amended.

In the event that the contractor may, from time to time, request the Agency to issue policy determinations or operating guidelines required for proper performance of the contract, the Agency shall do so in a timely manner, and the contractor shall be entitled to reiy upon and act in accordance with such policy determinations and operating guidelines, and shall incur no liability in doing so unless the contractor acts negligently, maliciously, fraudulently, or in bad faith.

4.8.2 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance of indulgence in any of the form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or the undertaking to be kept, performed, or discharged by the party to which the same may apply, and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any forbearance or indulgence.

4.8.3 Severability

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both the Agency and the contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

4.8.4 Change Orders and/or Amendments

The Contract Officer may, at any time, by written order delivered to the contractor at least fifteen days prior to the commencement date of such change and without notice to the sureties, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of or time required for the performance of any part of the work, under the contract whether changed or not by any such order, an equitable adjustment as mutually determined by the Agency and the contractor shall be made in the contract price or delivery schedule or both.

4.8.5 Disputes

Any dispute concerning a question of fact arising under the contract which is not disposed of by agreement shall be decided by the Contract Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the contractor. In the event that the contractor is still aggrieved after receiving notice of the Contract Officer's determination, the contractor must follow the remedies set forth in Utah Code Annotated, Section 63-56-45 - 64.

4.8.6 <u>Jurisdiction in the Event of Litigation</u>

The laws of the State of Utah shall govern all aspects of the contract. Any lawsuit or legal action in which the Agency is a party, arising out of or on account of the contract or the relationship of the parties shall be brought in the courts of the State of Utah, and venue shall be in Salt Lake County, Utah. Any subcontract of the contractor must contain similar provisions.

4.9 DAMAGES AND LIABILITIES

4.9.1 Liquidated Damages - Failure to Meet Performance Requirements

The purpose of liquidated damages is to ensure adherence to the performance requirements in the contract. No punitive intention is inherent. It is agreed by the Agency and the contractor that in the event of a failure to meet the performance requirements listed below, damage shall be sustained by the State and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain in the event of and by reason of such failure; and it is therefore agreed that the contractor will pay the State for such failures at the sole discretion of the State according to the following subsections.

Written notification of each failure to meet a performance requirement will be given by the Contract Officer to the contractor. The contractor shall have seven calendar days from the date of receipt of written notification of a failure to perform to specifications to cure the failure or, if it is evident that the cure cannot be performed within the seven calendar days, the Contract Officer can approve additional days as deemed necessary. If the failure is not resolved within this warning/cure time period, liquidated damages may be imposed retroactively to the date of failure to perform. The imposition of liquidated damages is not in lieu of any other remedy available to the Agency.

4.9.2 <u>Decal Defects</u>

4.9.2.1 Requirement

All decals produced under the contract, as may be amended from time to time, must compliant with all specifications contained in the RFP and the contract and must meet or exceed industry standards.

4.9.2.2 Damages

If, for any reason within the scope of the Contractor's control, the Contractor is unable to produce all the decals as specified in this RFP and under the specifications contained herein, one dollar (\$1.00) for each defective, unacceptable, or unproduced/undelivered decal may be assessed.

4.9.3 Packaging

4.9.3.1 Requirement

Respective decal packaging requirements are specifically identified in each of the specifications notes found in Appendix A of this document.

4.9.3.2 Damages

If, for any reason within the scope of the Contractor's control, the Contractor is unable to package the decals as required in this RFP, ten dollars (\$10.00) for each incorrectly packaged or package incorrectly labeled may be assessed.

4.9.4 Delivery

4.9.4.1 Requirement

All items must be delivered to the Agency Warehouse at 210 North 1950 West, Salt Lake City, Utah

84134. Delivery must be on or before the due date(s) mutually agreed to and contained within the contract.

4.9.4.2 Damages

A two percent deduction per day may be assessed on deliveries that are received late, beginning the day following the due date(s).

4.9.4.3 Extension

A written request for extension must be received by the Agency's Purchasing Agent identified in Section 1.3.2 at the address specified in Section 1.3.2 of this RFP, 10 working prior to the required due date to be eligible for extension. All approvals for extension are at the Agency's discretion.

4.9.5 Deduction of Damages From Payments

Amounts due the Agency as liquidated damages may be deducted by the Agency from any money payable to the contractor pursuant to this contract. The Contract Officer shall notify the contractor in writing of any claim for liquidated damages pursuant to this provision at least fifteen days prior to the date the Agency deducts such sums from money payable to the contractor.

The Agency may, at its sole discretion, return a portion of collected damages as an incentive payment to the contractor for prompt and lasting correction of performance deficiencies.

4.10 INDEMNIFICATION

The contractor agrees to indemnify, defend, save, and hold harmless the Agency from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the contractor, it's agents, or employees, including but not limited to, any occurance of omission or commission or negligence of the contractor, its agents, or employees, and more specifically, without limitation:

Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the contract;

Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts, including disregard of Agency regulations and State statutes by the contractor, its officers, employees, or subcontractors in the performance of the contract;

Any claims or losses resulting to any person or firm injured or damaged by the contractor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data involved under the contract in a manner not authorized by the contract or the Agency;

Any failure of the contractor, its officers, employees, or subcontractors to observe Utah laws, including but not limited to, labor laws and minimum wage laws.

4.11 PERSONNEL

4.11.1 Contractor Personnel

During the course of the contract, the Agency reserves the right to approve or disapprove the contractor's and any subcontractor's staff assigned to this contract, to approve or disapprove any proposed changes in staff, or to require the removal or reassignment of any contractor employee or subcontractor employee found unacceptable by the Agency.

4.11.2 Independent Capacity

It is expressly agreed that the contractor or any subcontractor in the performance of the contract shall act in an independent capacity and not as officers or employees of the Agency. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the contractor and the Agency.

4.11.3 Conflict of Interest

No official or employee of the Agency and no other public official of the State of Utah who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The contractor further covenants that, in the performance of the contract, no person having any such known interests shall be employed.

4.11.4 Workers' Compensation

The contractor shall take out and maintain during the life of this contract workers' compensation insurance for all its employees employed at the site of the project in Utah, and in the event any work is subcontracted, the contractor shall require any subcontractor similarly provide workers' compensation insurance for all the latter's employees employed at any site of the project in Utah.

4.12 CONFIDENTIALITY OF INFORMATION

All information concerning taxpayers, personal facts and circumstances concerning taxpayers, internal policies and procedures, and audit/collections criteria and standards obtained by the contractor shall be treated as privileged information, shall be held confidential, and shall not be divulged without the prior written consent of the Agency.

The disclosure of information in summary, statistical, or other form which does not identify particular individuals or entities shall not be divulged without the prior written consent of the Agency.

The use or disclosure of information concerning taxpayers should be limited to purposes directly connected with the administration and performance of the contract.

All employees of the contractor and any subcontractor employees shall be instructed in writing of this requirement and required to sign such a document upon employment and annually thereafter for the life of this contract.

4.13 PAYMENT

4.13.1 Invoices

The Contractor shall submit invoices within thirty days from date of Agency receipt of any shipments. The invoice must, at a minimum, contain the type of decals produced and the quantities of decals contained in the shipment for which the invoice has been submitted.

4.13.3 Adjustment of Payments

The price quoted by the contractor for the each year of the contract may be subject to renegotiation if both the following occur: (1) the scope of work and/or a pre-approved increase in decais, deliverables, reports, or documentation requirements increase significantly from the RFP and (2) if price adjustment is requested by the contractor or the Agency, the contractor can demonstrate to the Agency's satisfaction that a price adjustment is or is not warranted. No price change, which results in additional payments to the contractor, will be effected without contractor demonstration through financial records that additional payments are warranted.

The contractor shall certify and demonstrate that the decals, deliverables, reports, and/or documentation requirements increased resulting in augmented costs to the Contractor.

4.14 CONTRACT ADMINISTRATION

The contract shall be administered for the State by the Agency. The Executive Director of the Agency, or his designee, the Contract Officer, shall be the final authority to act for the Agency under the contract including resolution of all contractual matters. Any direction by the Contract Officer shall be binding on the contractor. Whenever the Agency is required by the terms of the contract to provide written notice to the contractor, such notice shall be signed by the Contract Officer.

The Contract Officer shall approve all amendments and change orders and all invoices for payment to the contractor, sign all notices regarding performance and potential damages issued during the life of the contract, and sign all other documents requiring formal approval by the Agency.

The Contract Officer shall appoint a Purchasing Agent. The Purchasing Agent shall approve all work performed under the contract. The Purchasing Agent shall be the contractor's primary liaison in working with Agency staff during the contract period.

4.15 AWARD OF RELATED CONTRACTS

The State may undertake or award supplemental or successor contracts for work related to this contract or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the Agency in all such cases. All subcontractors will be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

4.16 NOTICES

Wherever under this contract one party is required to give notice to the other, such notice shall be deemed given upon delivery, if delivered by hand (in which case a signed receipt shall be obtained), or three days after posting if sent by registered or certified mail, return receipt requested. Notices shall be addressed as follows:

In case of notice to the Contractor:

CONTRACT MANAGER

CONTRACT NUMBER
NAME
ADDRESS

In case of notice to the Agency:

Phyllis Robins
Purchasing Agent
Utah State Tax Commission
210 N. 1950 W.
Salt Lake City, Utah 84134

Said notices shall become effective on date of receipt or the date specified within the notice, whichever comes later. Either party may change its address for notification purposes by mailing a notice stating the change and setting forth the new address, which shall be effective on the tenth day following receipt.

4.17 FORCE MAJEURE

The contractor will not be liable for any excess costs to the Agency if failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God, fires, quarantine, restriction, strikes by other than the Contractor's employees, and freight embargoes. Additionally, this provision shall extend to the Contractor if failure to perform is resultant of failure of another Agency-contracted vendor either for services, software, supplies, and materials acquired to fulfill the contract needs.

4.18 PATENT OR COPYRIGHT INFRINGEMENT

The Contractor, at its expense, will defend any claim or suit which may be brought against the Agency or the State of Utah for the infringement of United States patents or copyrights arising from the contractor's or the Agency's use of any equipment, materials, computer software and products, or information, prepared or developed in connection with the performance of the contract and in any suit, will satisfy any final judgement for such infringement whether it is resolved by settlement or judgement. The Agency will give the Contractor written notice of such claim or suit and full right and opportunity to conduct defense thereof, together with full information and all reasonable cooperation.

If principles of governmental or public law are involved, the Agency and/or the State of Utah, may participate in defense of any such action, but no costs or expenses shall be incurred for the account of the

Contractors without the Contractor's written consent.

If, in the Contractor's opinion, the equipment, materials, or information mentioned in the paragraphs above are likely to or do become the subject of a claim of infringement of a United States patent or copyright, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, with the Agency's written consent, substitute other equally suitable equipment, materials, and information, or at the contractor's option and expense, obtain the right for the Agency to continue the use of such equipment, materials, and information. In the event of equipment and/or software substitution, the Agency must protect its interests in data used by such equipment or software through recovery or conversion of such data to other approved equipment or software. The Contractor shall, in any such suit, satisfy any damages for infringement assessed against the Agency, the State of Utah or it's departments, officers, employees, or agents resulting from said lawsuit, whether it is resolved by settlement or judgement.

4.19 FEDERAL, STATE, AND LOCAL TAXES

Unless otherwise provided herein, the contract price shall include all applicable Federal, State, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered or developed in accordance herewith. The Agency makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the contractor.

4.20 PUBLICITY

Any publicity given to the Agency or services provided herein, including but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor shall identify the Agency as sponsoring agency and shall not be released prior to written approval by the Contract Officer.

Further, any publicity given to the Agency or services related to the business or operations of the Agency shall not, without prior written approval of the Contract Officer, be released by the Contractor. In addition, the Agency shall not release any information, except as may be public information or deemed as such, concerning the Contractor, the Contractor's performance under this contract, or any such information as may name the Contractor, it's employees, agents, officers, or subcontractors without the prior written approval by the Contractor.

4.21 TITLES

Titles of paragraphs and subsections herein this RFP are for purposes of facilitating ease of reference only and shall not be construed to infer a contractual construction of language.

SECTION 5.0 PROPOSAL REQUIREMENTS

5.1 OVERVIEW

The technical and price components of the offeror's proposal shall comply with the content requirements outlined in this Section. As stated in Subsection 1.3.6, technical and price proposals shall be separately packaged and labeled for submission. The technical proposal package shall also include the offeror's transmittal letter. Requirements for each of these items are presented in Subsections 5.2 and 5.3.

5.2. TRANSMITTAL LETTER

The transmittal letter shall be submitted on the offeror's official business letterhead. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively as a response to this RFP. The transmittal letter must be signed by an individual authorized to commit the company to the scope of work proposed. In addition, the transmittal letter must include:

Identification of the offeror's corporation or other legal entity and all subcontractors, including the percentage of work (as measured by percentage of total price) to be performed by the prime contractor;

A reference to all RFP amendments received by the offeror to ensure that the offeror is aware of all such amendments; if no amendments have been received, a statement to that effect should be included:

Clarification of independent price determination as referenced in Section 1, Subsection 1.4.6 of this RFP:

If any subcontractors are used, a statement of responsibility for performance of the tasks assigned to a subcontractor, an outline of those tasks, and a statement of agreement to the requirements of this RFP:

A statement acknowledging and agreeing to all of the rights of the Agency and the State of Utah contained in the provisions of this RFP, including procurement rules, terms and conditions, and all other rights and terms specified in this RFP;

Clarification that no contingent fees have been paid for purposes of securing this contract, as referenced in Section 1, Subsection 1.4.3.;

Certification that the Contractor's offer will be firm and binding without any reference to the price submitted for six months from the due date for receipt of proposals, as referenced in Section 1, Subsection 1.3.8;

A statement that no cost or pricing information has been included in the technical proposal;

All proposals submitted by corporations must contain a certification by the secretary or other appropriate official, other than the signer of the proposal, that the official signing the proposal has

the authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal.

5.3 PROPOSAL BOND

A Proposal Bond is not required. However, the Agency reserves the right to cancel any award and reaward the contract to the next most qualified offeror if the successful offeror:

Fails to sign a contract by March 16, 1998, or such other date set by the Agency;

Fails to meet minimum standards of quality in the required pre-production proofs.

5.4 TECHNICAL PROPOSAL REQUIREMENTS

The technical proposal submitted in response to this RFP shall include and be organized into the following sections:

Executive Summary;

Approach to Contract Performance;

Corporate Experience;

Samples.

Items to be included under each of these headings are identified in the following paragraphs. Each section within the technical proposal should include all items listed below, since the evaluation of proposals may be done on a section-by-section basis.

5.4.1 Executive Summary

The Executive Summary should contain a condensed review of the contents of each of the three major sections of the technical proposal to provide the members of the Evaluation Committee with a broad understanding of the entire proposal. The Executive Summary should present highlights from the offeror's Approach to Contract Performance, including production capabilities/responsibilities and facility/production security. A brief discussion of the offeror's overall approach to understanding the Utah State Tax Commission environment should be presented. An overview of the offeror's organization and prior experience should conclude the Executive Summary.

5.4.2 Approach to Contract Performance

This section of the technical proposal shall describe the offeror's approach to contractor responsibilities found in the Statement of Work. The approach to contract performance shall also include a discussion of how the offeror will comply with the responsibilities contained in Section 3.

The offeror's proposed approach to contract management during all the phases of the project should also be provided. This discussion should include references for past performance.

Physical locations for all major contract functions should be identified in this section. Specific required items within these three areas are listed in the following paragraphs.

gradien fan Stadt (1995) Geografie

General Performance Requirements

This subsection of the <u>Approach to Contract Performance</u> section shall describe the offeror's approach to the general production standards identified in Section 3.

Contractor Responsibilities

The material submitted in this subsection shall address:

The offeror's approach to contract start-up tasks;

The offeror's schedules and time frames:

The offeror's approach to completing the printing responsibilities described in Section 3 of this RFP:

Approach to Contract Management

Internal quality control procedures for decal production.

Production Capabilities

The information contained in this subsection shall include a discussion of the offeror's capabilities and time lines to respond to the Agency's possible requests for increased quantities, emergency orders, rush orders, etc. This subsection should also contain a confirmation letter from the offeror's chosen sheeting manufacturer, e.g. 3M, that the material to be used by the offeror in the production of the decals is available to the offeror, the manufacturer will indeed sell to the offeror, and that no unreasonable delays should occur.

A detailed description of the offerors equipment to be used in the production of the Agency decals should also be included. Specifically, pre-production, screen printing, finishing, numbering, packaging, labeling, and any other equipment-related information that may be helpful to the Agency in determining the capabilities of the offeror to ensure low-risk production.

Security Requirements

The offeror must describe physical facility(ies) security for storage of security material and finished decals. This description should include the offerors written security procedures for storing the pre-printing material and the post-production decals. These procedures should include the destruction of misprinted, mutilated, spoiled, or unused decals or sheeting.

5.4.3 Corporate Experience

The Corporate Experience section of the technical proposal shall include general corporate information and specific previous experience. Financial statements are required to demonstrate fiscal solvency for the initial start-up requirements, if any, prior to start of contractor reimbursement. Minimum information required under each of these major headings is described in the following paragraphs.

Corporate Information

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Corporate information must include:

Date established:

Ownership (public company, subsidiary, partnership, etc.);

Number of employees:

Computer resources and printing resources and extent that they are dedicated to other contracts.

Financial Statements

Financial statements for the most recent two years should include:

Balance sheets:

Statements of income/revenues;

Statements of changes in financial position:

Auditors' reports;

Annual reports if the organization issues them (last two issued).

Previous Experience

A history of the offeror's previous experience with temporary motor vehicle registration permits or other similar products of any other governmental agency and any experience in the printing and binding of similar non-governmental coupon books. Data processing/management information system involvement should also be described. Indicate all previous experience with taxation and revenue agencies, programs, or systems. In each case, list the client's name, type of program, type of contract (including types of services provided), and inclusive dates of the contract. In addition, for projects within the last five years, provide the name, address, and current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the offeror's performance and who may be contacted by the Agency during the evaluation process.

Project Descriptions

A project description of each of the references listed above shall be included. It shall include the scope of work on the project, indicating personnel requirements and the deliverables, where applicable. The project descriptions shall provide a detailed description of the work performed, the time period of the project, and contract costs.

5.4.4 Samples

Offerors are required to submit, included in their proposal, samples of similar products printed with a security feature. Additionally, the offeror should submit samples of previously printed products that

demonstrate the quality of the offeror's products as related to the specifications found in Section 3 of this RFP. At a minimum, the samples should be of the same vinyl and retroflective material, same adhesive, and like printing requirements. Samples of printed instruction cards should also be provided.

5.5 PRICE PROPOSAL REQUIREMENTS

The price proposal shall consist of one overall pricing schedule representing the total price bid for the entire prospective five-year contract period as well as detailed pricing schedules for each of the decal types specified in Section 3. The total price bid (Schedule A) will incorporate all charges for performance as specified in Section 3. Pricing Schedules B-1 - B-21 shall reflect individual decal costs and the total of B-1 - B-21 should calculate to the Total Evaluated Price Bid of Schedule A.

Pricing Schedules that shall be required from all offerors are depicted on the following pages. Only these pricing schedules shall be acceptable. Where a signature line or block is indicated, the pricing schedule must be signed and dated by an appropriate corporate official.

By submitting an offer under this RFP, each offeror warrants their agreement to these pricing schedules. Any qualifications, counter offers, deviations, or challenges related to this may render the proposal nonresponsive. The Agency does recognize that price increases may be warranted and in the event such an increase is requested the contractor must support the request and Agency approval shall not be unreasonably withheld.

5.5.1 Price Proposal Format

The Price Proposal shall contain the following pricing schedules:

Pricing Schedule A - Total Price Bid;

Pricing Schedules B-1 through B-21

Pricing Schedule C - Short Order Printing N/A

The Total Price Bid, Pricing Schedule A, shall present a summary of all amounts bid for performance of all activities included in the scope of work contained in this RFP.

5.5.2 Contractor Reimbursement

All contractor reimbursement paid under this contract shall be on the basis of the acceptability, timeliness of production, and delivery of the decals. Payments will be made to the contractor under the provisions of Section 4, Subsection 4.11.

Adjustments may be made to the contractor should modifications to the permit increase the scope of work or performance requirements. Additionally, adjustments may be made pursuant to the provisions in subsection 4.11.3 of this RFP.

The Agency reserves the right to request offeror's submitting responses to this RFP provide detailed breakdowns of costs associated with the proposed contract price, including personnel hourly rates, travel expenses, etc.

Corporate and personnel reference checks will also be made as part of the evaluation process. Reference checks will not be limited to specific customer references cited in the proposal.

6.4.1 Technical Proposal Categories and Points

The evaluation of technical proposals will involve point scoring of each proposal in each of three areas according to pre-established criteria. A maximum of seventy points will be available for each technical proposal. The areas and their maximum points available are as follows:

| Approach to Contract Performance | • | 25 |
|----------------------------------|---|----|
| Corporate Experience | | 20 |
| Quality of Samples | | 25 |

Pass/Fail questions related to the Executive Summary may also be used for evaluation purposes.

Detailed evaluation criteria have been developed to cover each of these areas. Offerors should note that the entire evaluation will place considerable emphasis on offeror-submitted samples, demonstrated experience, and past performance.

The Agency may choose to use minimum threshold levels to establish which proposals are technically responsive. If thresholds are used, they will be a two stage process, and each threshold must be achieved to proceed with the price proposal evaluation. The thresholds would be:

Minimum of seventy-five percent for each of the three areas which are point-scored;

Minimum of fifty total points scored.

The following paragraphs describe in general terms the factors covered by the detailed criteria.

Approach to Contract Management

The evaluation of the proposal requirements and performance standards will focus on the adequacy of the offeror's proposed approach to all the responsibilities identified in this RFP. It will also assess the extent of planning for successful completion of production, printing, and delivery/shipping tasks.

The proposed approach for meeting performance requirements will be considered in terms of offeror production capability, completeness, acceptability, and compliance with RFP standards. The adequacy of the proposed approach to contract management will be assessed as well as the offerors previous performance on other similar projects.

Quality of Samples

The quality of the offeror-submitted samples will be evaluated on areas such as printing quality,

printing requirements contained in this RFP, sheeting quality (both vinyl and retroflective), etc.

Corporate Experience/Reference Checks

The evaluation of the corporate experience will focus on the combinations of corporate qualifications and the quality of past experience. The detailed evaluation criteria will cover the following:

Corporate resources of the organization, including personnel, methodologies, and financial stability;

Relevance and quality of experience in areas such as:

Decal printing;

Decal production;

Governmental experience.

The Agency will conduct reference checks to verify the accuracy of submitted materials and to ascertain the quality of the experience. The Agency reserves the right to pursue any or all references; either submitted or Agency-researched, to assist in completing this component of the Technical Proposal evaluation.

6.4.2 Assigning Point Values to Technical Proposals

Scoring of the three major areas in each technical proposal shall be done using pre-established criteria and predefined scoring values. Each criterion within an area will be independently scored by evaluators. These tallied scores will then be compared to threshold minimums if thresholds are used. The final technical score for each proposal is then calculated using the following methodology:

Seventy points will be assigned to the highest passing technical proposal.

Points for other proposals will be assigned using the formula:

6.5 PHASE III - EVALUATION OF PRICE PROPOSALS

If thresholds are used by the Agency, only those technical proposals passing both criteria will be considered for Phase III evaluation. For each technical proposal considered in Phase III, the corresponding

| UTAH | STATE TAX COMMISSION |
|-------|-----------------------------|
| DECAL | PRODUCTION January 29, 1998 |

Signature of Authorized Corporate Official:

SECTION 6.0 PROPOSAL EVALUATION

6.1 OVERVIEW

The Agency will conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this procurement effort.

The evaluation will be conducted in four phases:

Phase I - Evaluation of Mandatory Technical Requirements:

Phase II - Evaluation of Technical Proposals;

Phase III - Evaluation of Price Proposals;

Phase IV - Ranking and Selection.

These phases are described in the sections following the discussion of the proposed evaluation organization.

6.2 EVALUATION ORGANIZATION

An Evaluation Committee will be established to assist the Agency in the selection of the contractor.

The Evaluation Committee will be comprised of Agency staff including, but may not be limited to such areas as Purchasing, Processing, and Customer Service. The Evaluation Committee will be responsible for reviewing and scoring the proposals received in response to this RFP.

Agency and State officials who are not members of the committee may observe the evaluation and selection process. The Agency reserves the right to alter the composition of the committee and their responsibilities.

6.3 PHASE I - EVALUATION OF MANDATORY TECHNICAL REQUIREMENTS

The purpose of this phase is to determine if each technical proposal is sufficiently responsive to the RFP to permit a complete evaluation of it.

Proposals will be evaluated to determine if they comply with the instructions to offerors listed in Sections 1 and 5 of this RFP. Failure to comply with the instructions will deem a proposal nonresponsive, except that the Agency reserves the right to waive minor irregularities and request compliance from the offeror. Any technical proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Agency. The Agency reserves the right to reject any and all proposals.

6.4 PHASE II - EVALUATION OF TECHNICAL PROPOSALS

Only those proposals passing the mandatory technical requirements will be considered in Phase II.

price proposal will be evaluated to determine its compliance with the instructions to offerors listed in this RFP. The price proposals will be examined to determine if they are consistent with each other. Any price proposal that is incomplete or in which there are significant inconsistencies, unreasonable variances among the years, or inaccuracies may be rejected by the Agency. No deviations, qualifications, or counter offers will be accepted. The Agency reserves the right to reject all proposals.

The Total Fixed Price on Pricing Schedule A will be used for purposes of evaluation and point award. Thirty points will be awarded to the lowest acceptable price presented in the price proposal.

6.6 PHASE IV - RANKING AND SELECTION OF PROPOSALS

After the price proposals have been scored, the points awarded to the price proposals will be added to the points awarded to the respective technical proposals to determine the final ranking. The highest possible score is one hundred points.

Contract award is contingent upon Department of Administration, Division of Purchasing approval. Every effort will be made by the Agency, both before and after selection, to facilitate rapid approval and contract start.

APPENDIX A

DECAL SPECIFICATIONS NOTES

If you are interested in submitting a proposal and would like to receive a sample of the current decals please contact Ms. Phyllis Robins at (801) 297-3864 and they will be sent to you.

Court That well b

CARD SPECIFICATION NOTE

Instruction Card

The instruction card is 3" x 6" to be printed on a 60 to 67 pound white tab or card stock. The ink is black. The yearly validation, monthly indicator, county indicator decals, antique validation, and apportioned decals are individually centered and attached by two-sided tape, spot glue, or other approved comparable methods on the left side of the decal card.

SAMPLE OF THE DECAL CARD IS AVAILABLE UPON REQUEST.

COUNTY INDICATOR

Design:

Each decal is 3/4" x 1" with a crack 'n peel backing. Each decal is attached to an instruction card with two-sided tape, spot glue, or other approved comparable methods. A proof of each county indicator must be approved before printing.

Stock: Retroreflective sheeting

Color:

White Background/Red Foreground.

Content:

See sample for design, construction, and content. If the decal design, construction, or content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples.

Control

No control number required.

Number:

Package:

One decal attached to one instruction card. Bind (shrink wrap, elastic, or other approved bindings) decal and card in quantities of 100. Box in quantities of 2000. Each box must be labeled to show decal type and

quantity.

Abbreviations for the 29 counties that appear on the decals:

| BV | GA | PT | TE | BE |
|----|----|----|----|----|
| GR | RH | UN | CA | RN |
| SL | UT | CC | ЛÜ | SJ |
| WA | DG | KA | SP | WN |
| DA | MD | SE | WE | DU |
| MN | SU | WB | EM | |

MONTHLY INDICATOR

Design: Each decal is 3/4" x 1" with a crack 'n peel backing. Each decal is attached to an

instruction card with two-sided tape, spot glue, or other approved comparable methods. A proof of each monthly indicator must be approved before printing.

Stock: Retroreflective sheeting

Color: White background red foreground.

Content: If the decal design, construction, or content should change, the Tax Commission will

provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission

prior to printing. Size and style similar to the samples.

January
 February
 August
 Agril
 April
 October
 May
 November
 June (underline)
 December

Control

Number: No control number required.

Package: One decal attached to one instruction card. Bind (shrink wrap, elastic, or other

approved bindings) decal and card in quantities of 100. Box in quantities of 2000.

Each box must be labeled to show decal type and quantity.

Font: Font size and style must be approved by the Tax Commission prior to printing. Size

and style similar to the examples shown below are preferred and must be included

with bid.

APPORTIONED QUARTERLY VALIDATION

Design: Each decal is 2 3/8"" x 1" with a crack 'n peel backing. Each decal is attached to an

instruction card with two-sided tape, spot glue, or other approved comparable methods. A proof of each month decal must be approved before printing.

Stock: Retroreflective sheeting

Color: The color for each apportioned decal will vary each year as follows:

JUN/SEP/DEC/MAR 2000 - Red Background/White Foreground JUN/SEP/DEC/MAR 2001 - Blue Background/White Foreground JUN/SEP/DEC/MAR 2002 - Yellow Background/Black Foreground JUN/SEP/DEC/MAR 2003 - Green Background/White Foreground JUN/SEP/DEC/MAR 2004 - Red Background/White Foreground

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. NOTE: Change the abbreviation for September from SEPT to SEP. The year may be displayed on the decal as a two digit number or a four digit

number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control number vertically on the left side of the

decal in black ink using a 8 or 9 point font. The control number must be approved and may be printed in various locations on the decal from year to year. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with 00001 for each year and

each of the four apportioned months.

Package: One decal attached to one instruction card. Bind (shrink wrap, elastic, or other

bindings) decal and card in quantities of 100. Box in quantities of 2000. Number per boxes per case. Each box must be labeled to show decal type, quantity, and beginning

and ending control numbers.

YEARLY VALIDATION

Each decal is 3/4" x 1" with a crack'n peel backing. Each decal is attached to an Design:

> instruction card with two-sided tape, spot glue, or other approved comparable methods. A proof of each yearly validation decal must be approved be before

printing.

Stock: Retroreflective sheeting

Color: Color will change each year as follows:

1999 - Green Background/White Foreground 2000 - Red Background/White Foreground 2001 - Blue Background/White Foreground 2002 - Yellow Background/Black Foreground

2003 - Green Background/White Foreground 2004 - Red Background/White Foreground

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. The year may be displayed on the decal as a two digit number or a four digit number as

approved by the Tax Commission.

Control

Number: Control numbers required. Print the control numbers vertically in black ink using a 8

or 9 point font. The control number must be approved and may be printed in various locations on the decal from year to year. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with 0000001 for each year. Font size and style must be approved

by the Tax Commission prior to printing. Size and style similar to the samples.

Package: One decal attached to one instruction card. Bind (shrink wrap, elastic, or other

bindings) decal and card in quantities of 100. Box in quantities of 2000. Each box must be labeled to show decal type, quantity, and beginning and ending control

numbers.

DEALER PLATE VALIDATION

Design: Each decal is 2 1/2" x 1 1/4" with a crack 'n peel backing. A proof of each dealer

special plate decal must be approved before printing.

Stock: Retroreflective sheeting

Color: The color will change each year as follows:

2000 - Red Background/White Foreground 2001 - Blue Background/White Foreground 2002 - Yellow Background/Black Foreground 2003 - Green Background/White Foreground 2004 - Red Background/White Foreground

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. NOTE: The number six must be underscored (ex: 6). The year may be displayed on the decal as a two digit number or a four digit number as

approved by the Tax Commission.

Control

Number: Control numbers required. Print the control numbers in black ink using a 12 point

font. The control number must be approved and may be printed in various locations on the decal from year to year. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will

begin with 00001 for each year.

Package: One decal attached to one instruction card. Bind (shrink wrap, elastic, or other

bindings) decal and card in quantities of 1000. Box in quantities of as needed. Each box must be labeled to show decal type, quantity, and beginning and ending control

numbers.

EIGHT-YEAR VALIDATION

Design: Each decal is 1" x 1 1/2" with a crack 'n peel backing. A proof of each eight-year decal

must be approved before printing.

Stock: Retroreflective sheeting

Color: Yellow Background/Black lettering indicating the year of expiration.

Content: See sample for design, construction, and content. If the decal design, construction, or content should change the Tax Commission will provide a mock up to illustrate

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a two digit number

or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control numbers to the right of the word "UTAH"

in black ink using a 12 point font. The control number must be approved and may be printed in various locations on the decal from year to year. The control number may be printed in a white field, instead of over the background color, to improve

readability. The control number will begin with 00001 for each new eight year period

printed.

Package: One decal attached to one instruction card. Bind (shrink wrap, elastic, or other

bindings) decal and card in quantities of 100. Box in quantities of as needed. Each box must be labeled to show decal type, quantity, and beginning and ending control

numbers.

ANTIQUE VEHICLE VALIDATION

Design: Each decal is 1" x 1 ½" with a crack'n peel backing. Two decals are attached to an

instruction card with two-sided tape, spot glue, or other approved comparable methods. A proof of each antique validation must be approved before printing.

Stock: Retroreflective sheeting

Color: The color will change each year as follows:

1999 - Green Background/White Foreground 2000 - Red Background/White Foreground 2001 - Blue Background/White Foreground 2002 - Yellow Background/Black Foreground 2003 - Green Background/White Foreground

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a two digit number

or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control number vertically in black ink using a 8

or 9 point font. The control number must be approved and may be printed in various locations on the decal from year to year. The control number may be printed in a white field, instead of over the background color, to improve readability. The control

number will begin with 001 for each year.

Package: Two decals attached to one instruction card. Bind (shrink wrap, elastic, or other

bindings) decal and card in quantities of 10. Each box must be labeled to show decal

type, quantity, and beginning and ending control numbers.

NON-EXPIRING VALIDATION

Design: Each decal is 1 7/16" x 7/8" with a crack'n peel backing. A proof of the non-expiring

decal must be approved before printing.

Stock: Retroreflective sheeting

Color: Blue Background/White Foreground.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the control numbers over a 1 1/4" x 5/15" white field

in black ink using a 12 point font. The control number must be approved and may be printed in various locations on the decal from year to year. The prefix "N" is printed in blue ink to the left of the control number in the white field. The control number will begin with the sequential number provided by the Tax Commission for each

printing.

Package: One decai attached to one instruction card. Bind (shrink wrap, elastic, or other

bindings) decal and card in quantities of 100. The number of boxes per case. Box in quantities of as needed. Each box must be labeled to show decal type, quantity, and

beginning and ending control numbers.

IFTA VALIDATION

Design: Overall size is 7 ½" x 3". A set of decals consist of two 3" x 3" each with a 1 ½"

instruction tab between both decals, with a kiss-cut backing. A proof of each decal must be approved before printing. An order of 1000 means 1000 sets of two decal per

sheet.

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: The colors will change each year as follows.

1999 - Green Background/White Foreground 2000 - Red Background/White Foreground

2001 - Gold Background/Black Foreground
 2002 - Blue Background/White Foreground
 2003 - Magenta Background/White Foreground

Instructions located between decals are in black

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the control numbers in black ink using a 10 point

font located at the bottom of both decals. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with 00001 for each year.

Package: Shrink wrap decal in quantities of 100. Box in quantities of 2000. Each box must be

labeled to show decal type, quantity, and beginning and ending control numbers.

SPECIAL FUEL USER (SFU) VALIDATION

Design: Overall size is 7 ½" x 3". A set of decals consist of two decals each 3" x 3" with a 1

½" instruction tab between decals and kiss-cut backing. A proof of each decal must be approved before printing. An order of 1000 means 1000 set of two decal per sheet.

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: The colors will change each year as follows.

1999 - White Background/Green Foreground (outlined in black)
2000 - White Background/Red Foreground (outlined in black)
2001 - White Background/Gold Foreground (outlined in black)
2002 - White Background/Blue Foreground (outlined in black)
2003 - White Background/Magenta Foreground (outlined in black)

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the control numbers in black ink using a 10 point

font located at the bottom left corner to the right of "UT" on both decals. The control number must be approved. The control number will begin with 00001 for each year.

Package: Shrink wrap decal in quantities of 100. Box in quantities of 2000. Each box must be

labeled to show decal type, quantity, and beginning and ending control numbers.

AIRCRAFT VALIDATION

Design: Each decal is 3 3/8" in diameter with a kiss-cut backing. The instructions are printed

on the back of the backing paper. Control number required. See decal sample. A proof

of the decal and instructions must be approved before printing.

Stock: Vinyi sheeting 66-VRWAP permanent adhesive

Color: The colors will change each year as follows.

1999 - White Background/Green Foreground 2000 - White background/Red Foreground 2001 - White Background/Blue Foreground

2002 - White Background/Yellow Foreground (outline in black)

2003 - White Background/Green Foreground

Back instructions printed in black ink.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a two digit number

or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control numbers over a white field, located to the

right and within the figure of the State of Utah, in black ink using a 10 point font. The control number must be approved. The control number will begin with 0001 for each

year.

Package: Shrinkwrap decal in quantities of 25. Box in 2,000. Each box must be labeled to show

decal type, quantity, and beginning and ending control numbers.

ANTIQUE AIRCRAFT VALIDATION

Design: Each decal is 3 3/8" in diameter with a kiss-cut backing. The instructions are printed

on the back of the backing paper. See decal sample. A proof of the decal and

instructions must be approved before printing.

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Red Background/Black Foreground, with white airplane.

Back instructions printed in black.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the control numbers in black ink using a 12 point

font located in the center of the round decal, just below the antique airplane figure. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with the sequential number provided by the Tax Commission for

each printing.

Package: Shrinkwrap decal in quantities of 10. Each box must be labeled to show decal type,

quantity, and beginning and ending control numbers.

EXPERIMENTAL AIRCRAFT VALIDATION

Design: Each decal is 3 3/8" in diameter with a kiss-cut backing. The instructions are printed

on the back of the backing paper. See decal sample. A proof of the decal and

instructions must be approved before printing.

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Red Background/Black Foreground, with white airplane.

Back instructions printed in black ink.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

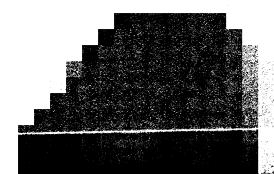
Number: Control numbers required. Print the control numbers in black ink using a 12 point

font located in the center of the round decal, just below the experimental aircraft figure. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with the sequential number provided by the Tax

Commission for each printing.

Package: Shrinkwrap decal in quantities of 10. Box in 2,000. Each box must be labeled to show

decal type, quantity, and beginning and ending control numbers.



BOAT BASE DECAL

Design: Overall size is 6 1/4" x 3" with two kiss-cut decals 3" x 3".

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: White Background/Black Foreground. Back instructions black ink.

Content: See sample for design, construction, and content. If the decal design, construction, or content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the control number in black ink using a 12 point font

located at the top, to the right of "UTAH BOAT." The control number has a prefix of "BT-". The control number must be approved. The control number will begin with the

sequential number provided by the Tax Commission for each printing.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to

show decal type, quantity, and beginning and ending control numbers.

BOAT VALIDATION DECAL

Design: Overall size is 6" x 2 3/4" with two kiss-cut decals at 3" x 2 ½".

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Expires 4/2000 - Green Background/White Foreground

Expires 4/2001 - Red Background/White Foreground Expires 4/2002 - Blue Background/White Foreground Expires 4/2003 - Yellow Background/Black Foreground Expires 4/2004 - Green Background/White Foreground

Back of decal printed black on white.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a two digit number

or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control number vertically in black ink using a 12

point font located to the bottom left corner, below the picture. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with the

sequential number 000001 for each year.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to

show decal type, quantity, and beginning and ending control numbers.



OUTBOARD MOTOR VALIDATION

Design: Overall size is 2 ½" X 3 1/4" kiss cut decal.

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Red Background/White Foreground. Control number printed in black.

Back instructions printed in black.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the control number in black ink using a 12 point font

located in a 1 5/8" x 7/16 white field near the bottom center of the decal. The control number must be approved. The control number may be printed in a white field,

instead of over the background color, to improve readability. The control number will begin with the sequential number provided by the Tax Commission for each printing.

Package: Shrinkwrap decal in quantities of 25. Box in 2,000. Each box must be labeled to show

decal type, quantity, and beginning and ending control numbers.

IMPLEMENT OF HUSBANDRY OFF-HIGHWAY

Design: Overall size is 3" X 3" kiss-cut decal.

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Yellow background/Black Foreground. Control number printed in black.

Back instructions printed in black ink.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the prefix "OHH" in black ink using a 12 point font

located at the top corner of the Utah figure below "REG. NO." Print the control number in 12 point font below the prefix "OHH." The control number must be approved. The control number will begin with the sequential number provided by the

Tax Commission for each printing.

Package: Shrinkwrap decal in quantities of 25. Box in 2,000. Each box must be labeled to show

decal type, quantity, and beginning and ending control numbers.

OFF-HIGHWAY BASE DECAL

Design: Overall size is 6 1/4" x 3" with two kiss-cut decals 3" x 3".

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: White background/Black Foreground

Back instructions printed in black ink.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the control numbers in black ink using a 12 point

font located near the top, to the right of "DO NOT COVER THIS NUMBER." The control number has a "OH" prefix. The control number must be approved. The control number will begin with the sequential number provided by the Tax Commission for

each printing.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to

show decal type, quantity, and beginning and ending control numbers.

OFF-HIGHWAY VALIDATION DECAL

Design: Overall size is 6" x 2 3/4" with two kiss-cut decals at 3" x 2 ½".

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Expires 4/2000 - Green Background/White Foreground

Expires 4/2001 - Red Background/White Foreground Expires 4/2002 - Blue Background/White Foreground Expires 4/2003 - Yellow Background/Black Foreground Expires 4/2004 - Green Background/White Foreground

Back of decal printed black on white.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a two digit number

or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control number vertically in black ink using a 12

point font located at the bottom left corner under the picture of the dune-buggy. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability. The control

number will begin with the sequential number 000001 for each year.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to

show decal type, quantity, and beginning and ending control numbers.

SNOWMOBILE BASE DECAL

Design: Overall size is $6 \frac{1}{4}$ " x 3" with two kiss-cut decals 3" x 3".

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: White Background/Black Foreground

Back instructions printed in black ink.

Content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style

similar to the samples.

Control

Number: Control numbers required. Print the control number in black ink using a 12 point font

located near the top, to the right of "DO NOT COVER THIS NUMBER." The control

number has a "SN" prefix. The control number must be approved. The control number will begin with the sequential number provided by the Tax Commission for

each printing.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to

show decal type, quantity, and beginning and ending control numbers.

SNOWMOBILE VALIDATION DECAL

Design: Overall size is 6" x 2 3/4" with two decals at 3" x 2 ½. A decal control number is

printed at the lower left of each decal. When the decal is placed over the boat base decal, the control number at the top on the base decal is visible. Printed two sided.

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Expires 10/1999 - Green Background/White Foreground

Expires 10/2000 - Red Background/White Foreground Expires 10/2001 - Blue Background/White Foreground Expires 10/2002 - Yellow Background/Black Foreground Expires 10/2003 - Green Background/White Foreground

Back of decal printed black.

content: See sample for design, construction, and content. If the decal design, construction, or

content should change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a two digit number

or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control number vertically in black ink using a 12

point font located at the bottom left corner under the picture of the snowmobile. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability. The control

number will begin with the sequential number 000001 for each year.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to

show decal type, quantity, and beginning and ending control numbers.

AMENDMENT NUMBER ONE

This amendment, hereinafter referred to as Amendment Number One, to the Request for Proposals (RFP) issued by the State of Utah. Division of Purchasing, on behalf of the Utah State Tax Commission (Agency), for services generally described as secure production services of all decals required by the Agency, hereinafter referred to as bid number NO8108 is authorized by Section 1.3.5 of the RFP.

ITEM ONE RFP Section 1.2.3

Procurement Schedule

The procurement scheduled is amended to the following:

The following schedule is expected to be adhered to during the procurement period:

Issuance of RFP

January 26, 1998

Written Questions Due

February 9, 1998 - 2:00pm MT

Proposals Due

March 3, 1998 - 3:00pm MT

Evaluations Commence

March 5, 1998

Oral Presentations

N/A

Anticipated Contract Start

March, 1998

ITEM TWO RFP Sections 1.3.2 & 1.3.3 Letter of Intent & Offerors' Conference

As provided for in the RFP, offerors were encouraged to submit questions to the Agency concerning the procurement, services, and specifications. The following represent those questions and include Agency answers and clarifications. Also, as stated in the RFP, only the answers issued under this RFP Amendment are the official position of the Agency and will become part of the subsequent contract. Offerors should also note that all specifications contained in the RFP, unless changed or modified below, shall remain in full force and effect. Additionally, the changes, modifications, or clarifications contained herein pertain to all associated sections of the RFP as they pertain to each respective decal or service requirement.

| Page # | Quest | Question # | | |
|---------|-------|--|--|--|
| A-85 | 1) | Yearly, Monthly, County, Apportioned and Antique are on cards. There is no mention of Dealer Plate decals Pg. A-91, 8 Year Validations Pg. A-92 or Non-Expiring Validations, Page A-94. According to the corresponding pages these items are to be on cards. | | |
| ANSWER: | | The only decals that will be attached to instruction cards are Monthly | | |

indicators. County Indicators, Yearly, Apportioned, and Antique validation. Any statements related to cards on the other decals were an error and never intended to be on cards.

Dealer Plate Decals were previously packaged 500 per shrink, 2000 per box. How are Dealer Plate decals Pg. A-91, 8 Year Validations Pg. A-92 or Non-Expiring Validations, Page A-94 to be packaged?

ANSWER:

Dealer Plate. Eight-Year, and Non-Expiring decals are not to be bound in quantities of 500. Do not attach to instruction cards. Dealer Plate Decals box in quantities of 1000; 8 Year decals bind in quantities of 100 and as requested at time of order placement; and, Non-Expiring decals bind in quantities of 100 and box as requested at time of order placement.

A-86

Specs say County Indicator Decals are to be 3/4" x 1". For the past several years County Indicator Decals have been 1" x 1". Has the size been changed, or is 3/4" a typo?

ANSWER:

Correct size of the County Indicator decal is 1" \times 1"; not 3/4" \times 1" as specified in the RFP.

Packaging says bind (shrink) decals and cards in 100's, 2000 per box. In the past they have been packaged 100 per shrink, 500 per box and 4 boxes or 2000 per carton. Are these specifications correct?

ANSWER:

Packaging for the County Indicator decals is as specified in the RFP.

A-87

5) Same packaging question as question number 4.

ANSWER:

Packaging for the Monthly Indicator decals is as specified in the RFP

A-88

6) Same packaging question as question number 4.

ANSWER:

Packaging for the Apportioned Quarterly decals is as specified in the RFP.

A-90

7) Same packaging question as question number 4.

ANSWER:

Packaging for the Yearly Validation decals is as specified in the RFP.

8) Same size question as question number 3.

ANSWER:

The correct size of Yearly Validation decal is $1" \times 1"$ - not $3/4" \times 1"$ as specified.

A-91

Packaging says (1) decal per card, bind or shrink in 1000's, box as needed. In the past few years, these decals have not been on cards, they have been 500 per shrink and 2000 per box. (Dealer Plate Validations are not mentioned on Pg. A-85). How are they to be packaged? On Cards or not?

ANSWER:

Dealer Plate Validation decals are not on instruction cards. Package in boxes of 1000 as specified in the RFP.

| A-92 | 10) | Packaging says (1) decal per card, bind or shrink in 100's, box as needed, 8 Year Validations are not mentioned on Pg. A-85. Previously, these decals were packaged 100 decals, no cards, per shrink, box as needed. How are they to be packaged? |
|---------|-----|---|
| ANSWER: | | Eight-Year decals are not on instruction cards. Bind in quantities of 100 and box as requested at time of order placement. |
| A-94 | 11) | Non-Expiring Decals were previously produced $1-1/2$ ' x 1". This spec says the decals are to be $1-7/16$ " x $7/8$ ". Has the size changed? |
| ANSWER: | | The correct size specification for the Non-Expiring Decal is $1 \frac{1}{2}$ " x 7/8" not as specified in the RFP. |
| A-94 | 12) | Same packaging question as question number 10. |
| ANSWER: | | Non-Expiring Validation decals are not on instruction cards. Bind in quantities of 100 and box as requested at time of order placement. |
| A-95 | 13) | Size produced previously was 8" x 3-3/8". Size is now listed as 7-1/2" x 3". Is this correct? |
| ANSWER: | | The size of the IFTA Validation decal is $7 \frac{1}{2}$ " x 3" with two 3" x 3" decals as per specifications in the RFP. |
| | 14) | IFTA Decals previously produced were <u>not</u> numbered. Are the new IFTA Decals to be number in this contract? |
| ANSWER: | | Yes. The IFTA Validation decal control numbering is a per the specifications in the RFP. |
| A-97 | 15) | Previously Aircraft Validation decals have been packaged 100 per shrink, 2000 per box. Specs are 25 per shrink, 2000 per box. Has the packaging changed? |
| ANSWER: | •• | Packaging for the Aircraft Validation decals is as specified in the RFP. |
| A-101 | 16) | Boat Validation Decals previously produced have been printed on 3M 430E Retro- reflective material with the "Beehive" security mark. Decals specs call for vinyl sheeting. Has material changed? |
| ANSWER: | | Sheeting (vinyl) material is as specified in the RFP. |
| A-102 | 17) | Same question as question number 16. |
| ANSWER: | | Sheeting (vinyl) material is as specified in the RFP. |
| A-103 | 18) | 1993 Art work was proofed for this decal as single 3" x 3". Specifications are now calling for 3" x 3" kiss-cut decal. What is kiss-cut or should this be 6" x 3" kiss-cut pair each resulting in (2) 3" x 3" on common liner? |
| ANSWER: | | The correct measurement of the Implement of Husbandry Off-Highway decal is 3" x 3 1/4" with a crack'n peel back (not kiss-cut) with instructions printed on the backing as per decal sample. |

A-105 19) Same question as question number 16. ANSWER: Sheeting (vinyl) material is as specified in the RFP. A-107 20) Same question as question number 16. Sheeting (vinyl) material is as specified in the RFP. ANSWER: 3-16 and 5-48 21) Asks for a quote on 8 decals expressed as a price per 1000. Also specs require 100 samples - that's 12-1/2 times more samples than decals. Is this correct? ANSWER: 100 samples of each decal is as specified in the RFP, regardless of quantity ordered. 3-16 and 5-60 22) Same question as question 21 (Except 100 samples is almost twice as many samples as 100 samples of each decals is as specified in the RFP, regardless of ANSWER: quantity ordered. 3-16 and 5-62 Same question as question 21. (Except 100 samples is almost 3 times as many samples as 23) decais). 100 samples of each decals is as specified in the RFP, regardless of ANSWER: quantity ordered.

ITEM THREE RFP Section 6.5 PHASE III - EVALUATION OF PRICE PROPOSALS

¶ 2 is amended to read:

The Total Fixed Price on pricing Schedule A will be used for purposes of evaluation and point award. Thirty points will be awarded to the lowest acceptable price presented in the price proposal. Points for other cost proposals will be calculated according to the following formula:

Weight x (2 -offeror's cost/lowest offered cost) = Cost Points

The vendor with the highest overall score, determined by adding the technical and cost points, will be awarded the contract.



ITEM FOUR

RFP Section 3.1.2 & 3.4.1 Decal General Information

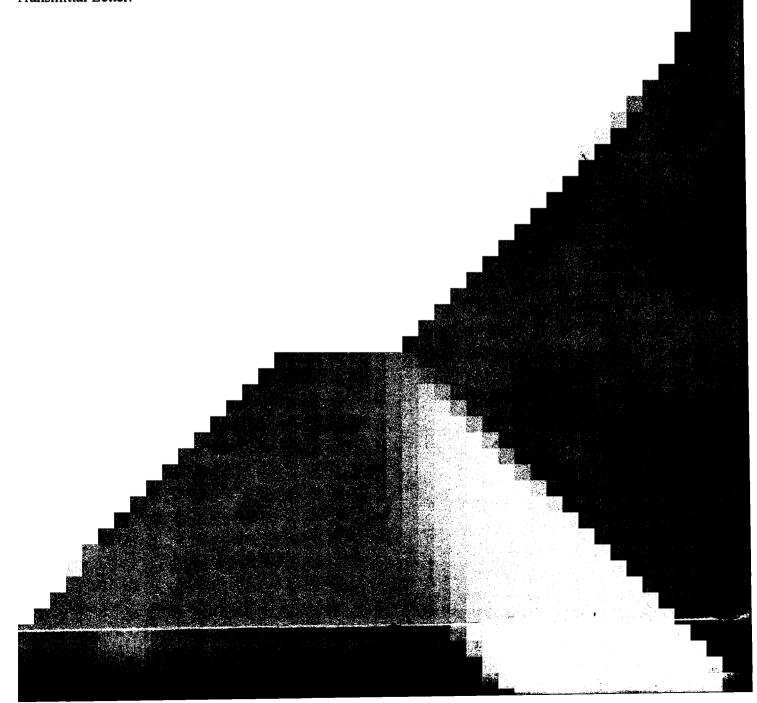
Section 3.1.2 is amended to include:

100 samples, produced as herein specified, will be required for each order placed regardless of ordering frequency.

Section 3.4.1 is amended to include:

The samples must be provided for each order placed regardless of ordering requency.

Pursuant to Section 5.0, Subsection 5.2, TRANSMITTAL LETTER of the RFP, ¶3, this amendment, Amendment Number One, must be referenced and receipt confirmed in the offeror's Transmittal Letter.



Request for Proposal STATE OF UTAH

MAIL TO: STATE OF UTAH DIVISION OF PURCHASING CAPITOL HILL 3150 STATE OFFICE BLDG. SALT LAKE CITY, UTAH 84114 PHONE: (801) 538-3026



Bid Number: NO8108 Due Date: 02/24/98

RFP

Time: 0300 PM SHARP

| AGENCY CONTRACT | ge: 1 |
|--|----------------------|
| Vendor #: 57778C | . |
| Bidder: DECALS INC PO BOX 208 WHEAT RIDGE, CO 80034-0208 State Purchasing Agent: NANCY ORTON Date Bid Sent: 01/30/98 | |
| Item(s) to be purchased: REQUEST FOR PROPOSAL MOTOR VEHICLE DECAL PRODUCTION SERVICES | |
| Bidder must complete: | |
| 1. Company Name: Decals, Inc. Federal ID No. 84-0370650 | |
| 2. Type: X Corporation Proprietorship Partnership Government | estadi Spide |
| 3. Contact Person: L.R. Sale Phone: (303) 425-0510 Fax: (303) 421-1153 | STATES |
| 4. Ordering Address: 4850 Ward Road Remittance Address: 4850 Ward Road | C), (C |
| Wheat Ridge, CO 80033 Wheat Ridge, CO 80033 | |
| 5. Cash Discount Terms: ** net 30 Days Required for Celivery after Pecaint of order:* See Price Pages 6. Price Guarantee Period* See Price Pages | |
| *See attached specifications for any required minimums. **For bid award purposes, bid discounts less than 30 days will not be considered. | |
| The following documents are included in this solicitation that may be awarded: 1) Instructions and general Provisions (Printed on reverse side of all colored pages),. Contract Conditions. 3) Attachment R: Specifications and () the second conditions of the second conditi | |
| Contract Conditions, 3) Attachment B: Specifications; and 4) all of bidders documents. | |
| THIS PROPOSAL MAY NOT BE WITHDRAWN FOR A PERIOD OF 60 DAY FROM THE DUE DATE. The undersigned certifies that the offeror is willing and able to furnish the item(s) specified for purchase. Also that said items(s) are produced, mined grown manufactured or performed in Utah: Yes X No. If no, enter where produced, etc: Wheat Ridge, CO | |
| PLEASE SIGN IN INK OR QUOTE MAY BE REJECTED: | |
| Bidders Authorized 2/26/98 | |
| Representative: (Signature) (Date) Larry R. Sale, V.P. | |
| Sale, v.L. | riceire Refibie m |

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protei ektoropise Tibo si Astopos Mila

Request for Proposal STATE OF UTAH

RFP

MAIL TO: STATE OF UTAH DIVISION OF PURCHASING CAPITOL HILL 3150 STATE OFFICE BLDG. SALT LAKE CITY, UTAH 84114 PHONE (801) 538-3026



Bid Number: NO8108 Due Date: 02/24/98

Time: 0300 PM SHARP

AGENCY CONTRACT

Page: 2

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Vendor #: 577780

Item# Quantity Unit Description

Unit Price

EA REQUEST FOR PROPOSAL MOTOR VEHICLE DECAL PRODUCTION SERVICES, AS PER THE ATTACHED SPECIFICATIONS.

SPECIFICATION QUESTIONS, CONTACT PHYLLIS ROBINS AT (801) 297-3864 PURCHASING PROCESS QUESTIONS, CONTACT NANCY ORTON AT (801) 538-3148 REFERENCE RX: 120 8PR00000019

see Pricing Schedule A

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Request for Proposal STATE OF UTAH

RFP

Bid Number: NO8108 Due Date: 02/24/98

Time: 0300 PM SHARP

STATE OF UTAH DIVISION OF PURCHASING CAPITOL HILL 3150 STATE OFFICE BLDG. SALT LAKE CITY, UTAH 84114 PHONE (801) 538-3026

| | AGENCY CONTRACT | | Pag |
|---|---|--|-----|
| Vendor #: 57778C | | | |
| Commodity Number: | 96622000000 | | |
| FREIGHT CHARGES (if applicab Shipping Point and Zip Code: National Motor Freight Classification Item: Freight Classification Number: Shipping Weight: | le) | | |
| Requested Delivery: FOB ORIGIN: Quote FOB DESTINATION: | 03/15/98 | | |
| | UTAH STATE TAX COMMISION | N/A TOTAL ——— | |
| When applicable, PRODUCT INTOTATION MUST Information will be used to verify that off and model number per line item. | 3E SUBMITTED with proposal, reference for meets minimum specifications. B | ing the brand and model number. This idder may bid more than one brand | |
| chments: 107 PAGES | | ESULTS BIDDER MAY: 1) REVIEW | |

WAIL TO:

WORKING DAYS AFTER DUE DATE, OR 2) MAILED TABULATION BY ENCLOSING A SELF-STAMPED AND ADDRESSED ENVELOPE WITH BID PACKAGE.

RFP

Request for Proposal STATE OF UTAH

MAIL TO: STATE OF UTAH DIVISION OF PURCHASING CAPITOL HILL 3150 STATE OFFICE BLDG. SALT LAKE CITY. UTAH 84114 PHONE. (801) 538-3026



Bid Number: NO8108

Due Date: 03/03/98

Time: 0300 PM SHARP

| | A | AGENCY CONTRACT | | Page: 1 |
|---|---|---|--|-----------------|
| endor #: 57778C | | | | r aye. I |
| | | | | |
| idder: DECALS INC | | | State Dunchesian Asses | |
| PO BOX 208 | | | State Purchasing Agent: | |
| WHEAT RIDGE, | . CO 80034-0208 | | Date Bid Sent: | 02/13/98 |
| em(s) to be purchased | d: ***ADDENDUM #1*** REQL | NIEST FOR RECORDED | | |
| · | MOTOR VEHICLE DECAL PRO | | | |
| idder must complete: | | - | | |
| 1. Company Name: | Decals, Inc. | Federal ID No | 84-0370650 | |
| 2. Type: <u>X</u> | Corporation p | ProprietorshipPartn | | |
| | | | | |
| | | Phone: (303) 425-0510 | | |
| 4. Ordering Addres | ss: 4850 Ward Road | Remittance Address: | 4850 Ward Road | <u></u> |
| | Wheat Ridge, C | <u>xo 800</u> 33 | Wheat Ridge, CO 80033 | |
| 5. Cash Discount 1 | Terms: ** net 30 Day | ys Required for Delivery afte | er Receipt of order:* | - , |
| | e Period* see Price | | | - |
| o. Titte dualantee | F Per 1001 | rages | | |
| *See attached | d specifications for any r | roquinad minimum | | |
| **For bid awar | 'd purposes, bid discounts | s less than 30 days will not | be considered | |
| | | | | |
| Th. (11 1 | documents are included in | this solicitation that may i | be awarded: 1) Instructions | |
| The following o | | erse side of all colored pages | s),. | |
| and general Pro | tions 3) Attachment de Co | | | |
| and general Pro | tions, 3) Attachment B: Sp | pecifications; and 4) all of | bidders documents. | |
| Contract Condit | tions, 3) Attachment B: Sp | | bidders documents. | |
| Contract Condit THIS PROPOSAL M | tions, 3) Attachment B: Sp MAY NOT BE WITHDRAWN FOR d certifies that the offer | A PERIOD OF 60 DAY FROM THE | DUE DATE. | |
| THIS PROPOSAL M The undersigned for purchase. A | tions, 3) Attachment B: Sp MAY NOT BE WITHDRAWN FOR d certifies that the offer Also that said items(s) ar | A PERIOD OF 60 DAY FROM THE ror is willing and able to fu re produced, mined grown many | DUE DATE. Urnish the item(s) specified | |
| THIS PROPOSAL M The undersigned for purchase. A | tions, 3) Attachment B: Sp MAY NOT BE WITHDRAWN FOR d certifies that the offer Also that said items(s) ar | A PERIOD OF 60 DAY FROM THE | DUE DATE. Urnish the item(s) specified | |
| THIS PROPOSAL M The undersigned for purchase. A Utah: Yes | tions, 3) Attachment B: Sp MAY NOT BE WITHDRAWN FOR d certifies that the offer Also that said items(s) ar | A PERIOD OF 60 DAY FROM THE ror is willing and able to fure produced, mined grown manuhere produced, etc: Wheat | DUE DATE. Urnish the item(s) specified | |
| THIS PROPOSAL M The undersigned for purchase. A Utah: Yes | tions, 3) Attachment B: Sp MAY NOT BE WITHDRAWN FOR d certifies that the offer Also that said items(s) ars $\frac{X}{A}$ No. If no, enter where $\frac{X}{A}$ | A PERIOD OF 60 DAY FROM THE ror is willing and able to fure produced, mined grown manuhere produced, etc: Wheat | DUE DATE. Urnish the item(s) specified | |
| THIS PROPOSAL M The undersigned for purchase. A Utah: Yes | tions, 3) Attachment B: Sp MAY NOT BE WITHDRAWN FOR d certifies that the offer Also that said items(s) ars $\frac{X}{A}$ No. If no, enter where $\frac{X}{A}$ | A PERIOD OF 60 DAY FROM THE ror is willing and able to fure produced, mined grown manuhere produced, etc: Wheat | DUE DATE. Jurnish the item(s) specified afactured or performed in Ridge, CO | |
| THIS PROPOSAL M The undersigned for purchase. A Utah: Yes | tions, 3) Attachment B: Sp MAY NOT BE WITHDRAWN FOR d certifies that the offer Also that said items(s) ars $\frac{X}{A}$ No. If no, enter where $\frac{X}{A}$ | A PERIOD OF 60 DAY FROM THE ror is willing and able to fure produced, mined grown manuhere produced, etc: Wheat | DUE DATE. Urnish the item(s) specified | |

Request for Proposal STATE OF UTAH

RFP

Bid Number: NO8108

Due Date: 03/03/98

Time: 0300 PM SHARP

AGENCY CONTRACT

Page: 2

Vendor #: 577780

1

MAIL TO: STATE OF UTAH

CAPITOL HILL

DIVISION OF PURCHASING

3150 STATE OFFICE BLDG.

SALT LAKE CITY, UTAH 84114 PHONE: (801) 538-3026

Item# Quantity Unit Description

Unit Price Extension

1 EA REQUEST FOR PROPOSAL MOTOR VEHICLE DECAL PRODUCTION SERVICES, AS PER THE ATTACHED SPECIFICATIONS.

SPECIFICATION QUESTIONS, CONTACT PHYLLIS ROBINS AT (801) 297-3864
PURCHASING PROCESS QUESTIONS, CONTACT NANCY ORTON AT (801) 538-3148
REFERENCE RX: 120 8PR00000019

PLEASE NOTE ATTACHED CHANGES AND CLARIFICATIONS TO RFP NO8108

DUE DATE HAS BEEB DELAYED UNTIL MARCH 3, 1998 AT 3:00 P.M.

see Pricing Schedule A

indianana, bereupus pina steel ya ta pina steel ya ta

the section with the Stee of the

TRACT. (2) The contract will be the by written section, to the lowest manner to be the most advantageous to

TOTAL PRICE BID

| Total Evaluated Price Bid | |
|-------------------------------|---------------------|
| Price Bid for Year One | s 346,428.99 |
| Price Bid for Year Two | s 356,752.82 |
| Price Bid for Year Three | s367,433.52 |
| Price Bid for Option Year One | s 381,844.14 |
| Price Bid for Option Year Two | s401,063.00 |
| , | |
| TOTAL EVALUATED PRICE BID | s 1,853,522.47 |

Signature of Authorized Corporate Official: (Larry X. Sale)

Title: Vice President Date Signed: 2/26/98

PRICE BID

County Indicator Decals

| Total Price Bid | | Per Thousand | <u>Total</u> |
|---|---|---------------------------------------|---|
| Price Bid for Year One | s | 67.04/M | s 40,552.50 |
| Price Bid for Year Two | s | 69.05/M | s 41,768.35 |
| Price Bid for Year Three | s | 71.12/M | \$ <u>43,020.49</u> |
| Price Bid for Option Year One | s | 73.94/M | <u> 44.726.31</u> |
| Price Bid for Option Year Two | s | 77.70/M | s 47,000.73 |
| TOTAL PRICE BID | s | 71.77/M AVG. | s217,068.38 |
| | | | WORKDAY EFFECTIVE PARTIAL 604.9 M |
| 20 Work Days to Delivery | s | 67.04/M* | |
| 20 Work Days to Delivery 10 Work Days to Delivery | s | 67.04/M* 79.05/M** | EFFECTIVE PARTIAL 604.9 M |
| | | · · · · · · · · · · · · · · · · · · · | EFFECTIVE PARTIAL 604.9 M s 40,552.50 \$40,552.50 |
| 10 Work Days to Delivery | s | 79.05/M** | EFFECTIVE PARTIAL 604.9 M \$ 40,552.50 \$40,552.50 \$ 19,762.50** \$47,817.39 |

Above schedules presume immediate availability of Utah Beehive 3M material and no conflicting item.

^{*} Complete, 20 days ** Partial, 1st 10 days, 250M + *** Partial, 1st 5 days, 100M +

PRICE BID

Monthly Indicator Decals

| Total Price Bid | Per Thousand | <u>Total</u> | |
|----------------------------------|---------------------------|--|-----------------|
| Price Bid for Year One | s62.00/M | s <u>44,516.00</u> | |
| Price Bid for Year Two | S63.86/M | s <u>45,851.48</u> | |
| Price Bid for Year Three | s65.78/M | s <u>47,230.04</u> | |
| Price Bid for Option Year One | ss | ss | |
| Price Bid for Option Year Two | s71.86/M | s <u>51,595.48</u> | |
| | | | |
| TOTAL PRICE BID | s 66.376/M AVG. | s 238,289.84 | • |
| TOTAL TIGOS SE | | WORKDAY EFFECTIVE PARTIAL 71 | 8 M |
| 20 Work Days to Delivery | s62.00/M* | s <u>37,200.00 + \$4</u> | <u>4,</u> 516.0 |
| 10 Work Days to Delivery | s74.01/M** | s 18,502.50 + \$5 | <u>3,</u> 139.1 |
| 5 Work Days to Delivery | S 101.00/M*** | s 10,100.00 + \$7 | 2,518.0 |
| Reproof, Agency Requested | s <u>75.00</u> | s75.00 | |
| Change Color Prior to Production | S NO CHARGE | s no charge | |
| Change Color Filter to Expection | Above schedules presume i | mmediate availability al and no conflicting item | s |

Signature of Authorized Corporate Official:

(Larry B. Sale, V.P.)

* Partial 1st 20 days, 600M + ** Partial 1st 10 days, 250M + *** Partial 1st 5 days, 100M +

5-42

PRICE BID

Apportioned Decals

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|----------------|--------------|
| Price Bid for Year One | s137.00/M | _ 11,645.00 |
| Price Bid for Year Two | s141.00/M | s 11,985.00 |
| Price Bid for Year Three | s145.00/M | s 12,325.00 |
| Price Bid for Option Year One | s151.00/M | s 12,835.00 |
| Price Bid for Option Year Two | S158.00/M | s 13,430.00 |
| TOTAL PRICE BID | s146.40/M AVG. | s62,220.00 |
| 20 Work Days to Delivery | s137.00/M | s11,645.00 |
| 10 Work Days to Delivery | s198.00/M | s16,830.00 |
| 5 Work Days to Delivery | s274.00/M | s23,290.00 |
| Reproof, Agency Requested | s75.00 | s75.00 |
| Change Color Prior to Production | SNO_CHARGE | SNO CHARGE |

Source designations and not the per-

Signature of Authorized Corporate Official:

PRICING SCHEDULE B-4

PRICE BID

Yearly Validation Decais

| Total Price Bid | Per Thousand | <u>Total</u> | |
|----------------------------------|------------------|---|-----|
| Price Bid for Year One | s 72.64/M | s 188,864.00 | |
| Price Bid for Year Two | s74.81/M | s 194,506.00 | |
| Price Bid for Year Three | s | s200,382.00 | |
| Price Bid for Option Year One | s80.12/M | s208,312.00 | |
| Price Bid for Option Year Two | s <u>84.19/M</u> | s218,894.00 | |
| TOTAL PRICE BID | s77.766/M AVG. | s_1,010,958.00 | |
| 20 Work Days to Delivery | s72.64/M* | WORKDAY 2,600 M EFFECTIVE PARTIAL 43,584.00* (\$188,86 | |
| 10 Work Days to Delivery | s84.65/M** | s(\$220,09 | 0.0 |
| 5 Work Days to Delivery | S 123.00/M*** | s <u>12,300.00*** (\$319</u> ,80 | 0.0 |
| Reproof, Agency Requested | s 75.00 | s <u>75.00</u> | |
| Change Color Prior to Production | sNO_CHARGE | sNO_CHARGE | |

All schedules presume immediate availability of Utah Beehive 3M material and no conflicting items

If partials are part of larger order and selected partials requested, up-charge may not be applicable as negotiated at time of order.

^{*} Partial 1st 20 days, 600M + ** Partial 1st 10 days, 250M + *** Partial 1st 5 days, 100M +

PRICE BID

Dealer Validation Decals

| Total Price Bid | Per Thousand | <u>Total</u> |
|---|--------------------------|----------------------------|
| Price Bid for Year One | S 154.60/M | \$ 2,319.00 |
| Price Bid for Year Two | S 159.00/M | \$ 2,385.00 |
| Price Bid for Year Three | S 164.00/M | \$ 2,460.00 |
| Price Bid for Option Year One | s171.00/M | \$ 2,565.00 |
| Price Bid for Option Year Two | S179.00/M | \$2,685.00 |
| | | |
| | | |
| TOTAL PRICE BID | s165.52/M AVG. | s12,414.00 |
| TOTAL PRICE BID 20 Work Days to Delivery | s 154.60/M | s 12,414.00 s 2,319.00 |
| | 154 60/M | J |
| 20 Work Days to Delivery | SS | \$ 2,319.00 |
| 20 Work Days to Delivery 10 Work Days to Delivery | s 154.60/M s 219.00/M | \$ 2,319.00 \$ 3,285.00 |

Above schedules presume immediate availability of Utah Beehive 3M material.

PRICE BID

Eight-Year Validation Decals

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|---------------|------------------|
| Price Bid for Year One | S50,250.00/M | s402.00 |
| Price Bid for Year Two | s 50,250.00/M | \$ <u>402.00</u> |
| Price Bid for Year Three | s 50,250.00/M | s <u>402.00</u> |
| Price Bid for Option Year One | s50,250.00/M | s 402.00 |
| Price Bid for Option Year Two | s50,250.00/M | s 402.00 |
| TOTAL PRICE BID | s50,250.00/M | s2,010.00 |
| 20 Work Days to Delivery | s | s |
| 10 Work Days to Delivery | s 89,667.00/M | \$ 717.34 |
| 5 Work Days to Delivery | s118,833.00/M | <u>\$ 950.66</u> |
| Reproof, Agency Requested | s | \$ 75.00 |
| Change Color Prior to Production | SNO_CHARGE | S NO CHARGE |

PRICE BID

Antique Vehicle Validation Decais

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|--------------------|-------------------|
| Price Bid for Year One | S 2,329.00/M PAIRS | \$ 698.70 |
| Price Bid for Year Two | \$ 2,339.00/M " | \$ 701.70 |
| Price Bid for Year Three | S2,349.00/M " | \$ 704.70 |
| Price Bid for Option Year One | S2,359.00/M_" | \$ 707.70 |
| Price Bid for Option Year Two | S 2,370.00/M " | S 711.00 |
| TOTAL PRICE BID | S2,349.20/M PAIRS | \$ |
| 20 Work Days to Delivery | s2,329.00/M PAIRS | s698.70 |
| 10 Work Days to Delivery | s2,329.00/M " | s698.70 |
| 5 Work Days to Delivery | s4,658.00/M " | s <u>1,397.40</u> |
| Reproof, Agency Requested | \$ 75.00 | \$ <u>75.00</u> |
| Change Color Prior to Production | SNO_CHARGE | S NO CHARGE |

PRICE BID

Non-Expiring Validation Decals

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|--------------|-------------------|
| Price Bid for Year One | S463.00/M | s926.00 |
| Price Bid for Year Two | s477.00/M | \$954.00 |
| Price Bid for Year Three | s491.00/M | s <u>982.00</u> |
| Price Bid for Option Year One | s510.00/M | s 1,020.00 |
| Price Bid for Option Year Two | s536.00/M | s1,072.00 |
| TOTAL PRICE BID | s495.40/M | s 4,954.00 |
| 20 Work Days to Delivery | s463.00/M | s 926.00 |
| 10 Work Days to Delivery | S724.00/M | s 1,448.00 |
| 5 Work Days to Delivery | s954.00/M | \$1,908.00 |
| Reproof, Agency Requested | s75.00 | \$75.00 |
| Change Color Prior to Production | S NO CHARGE | \$ NO CHARGE |

PRICE BID

IFTA Decais

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|-------------------|----------------|
| Price Bid for Year One | S 161.00/M | \$6,440.00 |
| Price Bid for Year Two | s165.80/M | s6,632.00 |
| Price Bid for Year Three | s170.80/M | s 6,832.00 |
| Price Bid for Option Year One | s177.00/M | s 7,080.00 |
| Price Bid for Option Year Two | s186.00/M | s 7,440.00 |
| | | |
| TOTAL PRICE BID | s172.12 | s_34,424.00 |
| 20 Work Days to Delivery | s <u>161.00/M</u> | s6,440.00 |
| 10 Work Days to Delivery | s244.00/M | s 9,760.00 |
| 5 Work Days to Delivery | s 306.00/M | s 12,240.00 |
| Reproof, Agency Requested | s | s <u>75.00</u> |
| Change Color Prior to Production | SNO_CHARGE | S NO CHARGE |

PRICE BID

Special Fuel User Decals

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|-----------------|--------------|
| Price Bid for Year One | S400.00/M | s2,000.00 |
| Price Bid for Year Two | S412.00/M | s2,060.00 |
| Price Bid for Year Three | s424.00/M | s2,120.00 |
| Price Bid for Option Year One | s441.00/M | s2,205.00 |
| Price Bid for Option Year Two | s463.00/M | s2,315.00 |
| TOTAL PRICE BID | s428.00/M, AVG. | \$ |
| 20 Work Days to Delivery | S400.00/M | s2,000.00 |
| 10 Work Days to Delivery | s638.00/M | s3,190.00 |
| 5 Work Days to Delivery | s824.00/M | \$4,120.00 |
| Reproof, Agency Requested | s75.00 | s75.00 |
| Change Color Prior to Production | SNO CHARGE | s no charge |

PRICE BID

Aircraft Validation Decals

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|--------------|--------------|
| Price Bid for Year One | S 530.00/M | s1,325.00 |
| Price Bid for Year Two | s545.00/M | s1,362.50 |
| Price Bid for Year Three | s562.00/M | s1,405.00 |
| Price Bid for Option Year One | s584.00/M | s1,460.00 |
| Price Bid for Option Year Two | s614.00/M | s1,535.00 |
| TOTAL PRICE BID | s567.00/M | s7,087.50 |
| 20 Work Days to Delivery | s | s |
| 10 Work Days to Delivery | s872.00/M | s2,180.00 |
| 5 Work Days to Delivery | s1,143.00/M | \$ 2,857.50 |
| Reproof, Agency Requested | s 75.00 | s75.00 |
| Change Color Prior to Production | s NO CHARGE | s no charge |

PRICE BID

Experimental Aircraft Decais

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|---------------|--------------------|
| Price Bid for Year One | s21,055.00/M | \$ 715.87 |
| Price Bid for Year Two | s21,055.00/M | s 715.87 |
| Price Bid for Year Three | s21,055.00/M | s 715.87 |
| Price Bid for Option Year One | s 21,055.00/M | s 715.87 |
| Price Bid for Option Year Two | s21,055.00 | s715.87 |
| TOTAL PRICE BID | s | s3,579.35 |
| 20 Work Days to Delivery | s21,055.00/M | s <u>715.87</u> |
| 10 Work Days to Delivery | S 37.457.00/M | <u>\$ 1,273.54</u> |
| 5 Work Days to Delivery | s49,711.00/M | s_1,690.17 |
| Reproof, Agency Requested | S75.00 | \$75.00 |
| Change Color Prior to Production | S NO CHARGE | s no charge |

PRICE BID

Boat Renewal Decais

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|-----------------|--------------------|
| Price Bid for Year One | S106.40/M PAIRS | s 13,832.00 |
| Price Bid for Year Two | s110.00/M " | s14,300.00 |
| Price Bid for Year Three | s112.90/M " | s <u>14,677.00</u> |
| Price Bid for Option Year One | s117.00/M " | s 15,210.00 |
| Price Bid for Option Year Two | s123.30/M " | s 16,029.00 |
| TOTAL PRICE BID | s | \$ |
| 20 Work Days to Delivery | s106.40/M PAIRS | s13,832.00 |
| 10 Work Days to Delivery | s153.00/M " | s19,890.00 |
| 5 Work Days to Delivery | S198.00/M " | s 25,740.00 |
| Reproof, Agency Requested | s75.00 | s75.00 |
| Change Color Prior to Production | SNO_CHARGE | s NO CHARGE |

PRICE BID

Outboard Motor Decais

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|----------------|--------------------|
| Price Bid for Year One | s 396.00/M | \$1,188.00 |
| Price Bid for Year Two | s408.00/M | ss |
| Price Bid for Year Three | s 420.00/M | \$1,260.00 |
| Price Bid for Option Year One | s 437.00/M | s 1,311.00 |
| Price Bid for Option Year Two | s459.00/M | s1,377.00 |
| TOTAL PRICE BID | s424.00/M AVG. | \$ 6,360.00 |
| 20 Work Days to Delivery | s396.00/M | s1,188.00 |
| 10 Work Days to Delivery | S594.00/M | \$ <u>1,782.00</u> |
| 5 Work Days to Delivery | s 792.00/M | s2,376.00 |
| Reproof, Agency Requested | \$75.00 | \$75.00 |
| Change Color Prior to Production | SNO_CHARGE | s NO CHARGE |

PRICE BID

Off-Highway Husbandry Decals

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|-----------------|--------------------|
| Price Bid for Year One | S 1,134.00/M | \$ <u>1,134.00</u> |
| Price Bid for Year Two | s1,168.00/M | \$1,168.00 |
| Price Bid for Year Three | S1,204.00/M | \$_1,204.00 |
| Price Bid for Option Year One | s 1,250.00/M | \$ <u>1,250.00</u> |
| Price Bid for Option Year Two | S 1,314.00/M | \$ 1,314.00 |
| | 1,214.00/M AVG. | 6 ,070.00 |
| TOTAL PRICE BID | \$ | s 6,070.00 |
| 20 Work Days to Delivery | s1,134.00/M | s <u>1,134.00</u> |
| 10 Work Days to Delivery | \$ 1,890.00 | \$_1,890.00 |
| 5 Work Days to Delivery | s1,999.00 | s <u>1,999.00</u> |
| Reproof, Agency Requested | s75.00 | \$75.00 |
| Change Color Prior to Production | sNO_CHARGE | s NO CHARGE |

PRICE BID

Off-Highway Base Decals

| Total Price Bid | Per Thousand | <u>Talal</u> |
|----------------------------------|---------------------|---------------------|
| Price Bid for Year One | S 175.00/M PAIR | \$ 4,375.00 |
| Price Bid for Year Two | s 180.00/M " | \$ 4,500.00 |
| Price Bid for Year Three | s 185.70/M " | \$ 4,642.50 |
| Price Bid for Option Year One | S 193.00/M " | \$ 4,825.00 |
| Price Bid for Option Year Two | s202.80/M " | \$ 5,070.00 |
| TOTAL PRICE BID | s 187.30/M PAIR AVG | \$ 23,412.50 |
| 20 Work Days to Delivery | S 175.00/M PAIR | \$ 4,375.00 |
| 10 Work Days to Delivery | ss | \$6,812.50 |
| 5 Work Days to Delivery | s <u>350.00/M</u> " | \$8,750.00 |
| Reproof, Agency Requested | \$ 75.00 | \$75.00 |
| Change Color Prior to Production | S NO CHARGE | \$ NO CHARGE |

PRICE BID

Off-Highway Renewal Decals

| Total Price Bid | | Per Thousand | <u>Total</u> |
|----------------------------------|----|--------------------|--------------------|
| Price Bid for Year One | s | 116.00/M PAIR | \$ 10,440.00 |
| Price Bid for Year Two | s | 119.50/M " | s10,755.00 |
| Price Bid for Year Three | S | 123.00/M " | s11,070.00 |
| Price Bid for Option Year One | s | 128.00/M " | s11,520.00 |
| Price Bid for Option Year Two | s | 134.40/M " | s12,096.00 |
| TOTAL PRICE BID | s | 124.18/M PAIR AVG. | s55,881.00 |
| 20 Work Days to Delivery | s | 116.00/M PAIR | s <u>10,440.00</u> |
| 10 Work Days to Delivery | s | 174.00/M " | <u>\$15,660.00</u> |
| 5 Work Days to Delivery | s | 220.00/M " | \$19,800.00 |
| Reproof, Agency Requested | \$ | 75.00 | \$75_00 |
| Change Color Prior to Production | s | NO CHARGE | \$ NO CHARGE |

PRICE BID

Snowmobile Base Decals

| Total Price Bid | Per Thousand | <u>Total</u> |
|----------------------------------|--------------------|--------------|
| Price Bid for Year One | S 214.00/M PAIR | s3,210.00 |
| Price Bid for Year Two | s220.40/M " | s3,306.00 |
| Price Bid for Year Three | s227.00/M " | s3,405.00 |
| Price Bid for Option Year One | s236.00/M " | s3,540.00 |
| Price Bid for Option Year Two | s248.00/M " | s3,720.00 |
| TOTAL PRICE BID | S229.08/M PAIR AVG | s 17,181.00 |
| 20 Work Days to Delivery | S214.00/M PAIR | s3,210.00 |
| 10 Work Days to Delivery | s 339.00/M " | s5,085.00 |
| 5 Work Days to Delivery | S434.00/M " | s6,510.00 |
| Reproof, Agency Requested | s <u>75.00</u> | s75.00 |
| Change Color Prior to Production | SNO_CHARGE | SNO CHARGE |

PRICE BID

Snowmobile Renewal Decals

| Total Price Bid | | Per Thousand | <u>Total</u> |
|----------------------------------|----------|------------------|--------------------|
| Price Bid for Year One | s | 138.00/M PAIR | \$ 6,210.00 |
| Price Bid for Year Two | s | 142.00/M " | s6,390.00 |
| Price Bid for Year Three | s | 148.00/M " | s6,660.00 |
| Price Bid for Option Year One | s | 153.70/M " | s6,916.50 |
| Price Bid for Option Year Two | s | 161.00/M " | |
| TOTAL PRICE BID | \$ | 148.54/M PAIR AV | rg. s 33,421.50 |
| 20 Work Days to Delivery | s | 138.00/M PAIR | s 6,210.00 |
| 10 Work Days to Delivery | s | 211.00/M " | s <u>9,495.00</u> |
| 5 Work Days to Delivery | s | 267.00/M " | <u>s 12,015.00</u> |
| Reproof, Agency Requested | s | 75.00 | s75.00 |
| Change Color Prior to Production | s | NO CHARGE | S NO CHARGE |

AMENDMENT NUMBER 4 to CONTRACT NUMBER 986641

COPY FOR YOUR INFORMATION

To be attached to and made a part of the above numbered contract by and between the State of Utah, Utah State Tax Commission, referred to as Commission and Decals Inc. referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. The contract period is amended

- From:

4/01/02 8

- To:

3/31/03

- 2. The dollar amount of change to the contract for this amendment is: N/A
- 3. The total contract amount is now changed:

- From: N/A

- To: N/A

- 4. The contract now reads: 4. Contract period: "Effective date: 4/1/98. Termination Date: 3/31/02,..."

 The contract is amended to read 4. Contract Period: "Effective date 4/1/02. Termination Date 3/31/03,..."
- 5. Effective Date of Amendment: 4/01/02

All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

Contractor Signature 3/29/02

Contractor Signature Date

Scott C. McLean

Contractor Name (Please Print)

President

Title



Division Director

Date

W/8/57

Budget Officer

Date

Particular Manual Manual

Division of Finan

Date

AMENDMENT NUMBER 3 to CONTRACT NUMBER 986641

To be attached to and made a part of the above numbered contract by and between the State of Utah, Utah State Tax Commission, referred to as Commission and Decals Inc. referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. The contract period is amended

- From: N/A - To: N/A

- 2. The dollar amount of change to the contract for this amendment is: \$1,000,000.00
- 3. The total contract amount is now changed:

- From: \$1,854,522.47 - To: \$2,854,522.47

- 4. The contract is amended to include the attached replacement pages (Ref. Appendix A: <u>Decal Specification Notes</u>).
- 5. Effective Date of Amendment: 4/01/01

All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

| Contractor Signature | Date | Division Director | Date |
|--------------------------------|------|-------------------------------|------------------|
| Contractor Name (Please Print) | | Budget Officer | Date |
| Title | | Contract Officer | Date |
| | | Rodney G. Marrelli, Executiv | ve Director Date |
| 1885 | | Director, Division of Purchas | ng Date |
| | | Division of Finance | Date |

MONTHLY INDICATOR

Design: Each decal is 1 1/4" x 1 1/4" with a crack'n peel backing. Each decal is attached to an instruction card

with two-sided tape, spot glue, or other approved comparable methods. A proof of each monthly

indicator must be approved before printing.

Stock: Retroreflective sheeting

Color: White background red foreground.

Content: If the decal design, construction, or content should change, the Tax Commission will provide a mock-

up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the

samples.

1 - January 7 - July
2 - February 8 - August
3 - March 9 - September
4 - April 10 - October
5 - May 11 - November
6 - June (underline) 12 - December

Control

Number: No control number required.

Package: One decal attached to one instruction card. Bind (shrink wrap, elastic, or other approved bindings)

decal and card in quantities of 100. Box in quantities of 2000. Each box must be labeled to show decal

type and quantity.

Font: Font size and style must be approved by the Tax Commission prior to printing. Size and style similar

to the examples shown below are preferred and must be included with bid.

SAMPLE OF THIS DECAL AND ALL DECALS ARE AVAILABLE UPON REQUEST.

-

YEARLY VALIDATION

Design: Each decal is 1 1/4" x 1 1/4" with a crack'n peel backing. Each decal is attached to an instruction card

with two-sided tape, spot glue, or other approved comparable methods. A proof of each yearly

validation decal must be approved be before printing.

Stock: Retroreflective sheeting

Color: Color will change each year as follows:

1999 - Green Background/White Foreground 2000 - Red Background/White Foreground 2001 - Blue Background/White Foreground 2002 - Yellow Background/Black Foreground 2003 - Green Background/White Foreground 2004 - Red Background/White Foreground

Content: See sample for design, construction, and content. If the decal design, construction, or content should

change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. The year may be displayed on the decal as a two digit number

or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control numbers vertically in black ink using 18 point font. The

control number must be approved and may be printed in various locations on the decal from year to year. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with 0000001 for each year. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples.

Package: One decal attached to one instruction card. Bind (shrink wrap, elastic, or other bindings) decal and

card in quantities of 100. Box in quantities of 2000. Each box must be labeled to show decal type,

quantity, and beginning and ending control numbers.

SAMPLE OF THIS DECAL AND ALL DECALS ARE AVAILABLE UPON REQUEST.

-

WATERCRAFT VALIDATION DECAL

Design: Overall size is 6" x 2 3/4" with two kiss-cut decals at 3" x 2 1/2".

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Expires 4/2000 - Green Background/White Foreground

Expires 4/2001 - Red Background/White Foreground Expires 4/2002 - Blue Background/White Foreground Expires 4/2003 - Yellow Background/Black Foreground Expires 4/2004 - Green Background/White Foreground

Back of decal printed black on white.

Content: See sample for design, construction, and content. If the decal design, construction, or content should

change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a

two digit number or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control number horizontally in black ink using a 12 point font

located to the top right corner, above the picture. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability.

The control number will begin with the sequential number 000001 for each year.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to show decal type,

quantity, and beginning and ending control numbers.

SAMPLE OF THIS DECAL AND ALL DECALS ARE AVAILABLE UPON REQUEST.

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OFF-HIGHWAY VALIDATION DECAL

Design: Overall size is 6" x 2 3/4" with two kiss-cut decals at 3" x 2 1/2".

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Expires 4/2000 - Green Background/White Foreground

Expires 4/2001 - Red Background/White Foreground Expires 4/2002 - Blue Background/White Foreground Expires 4/2003 - Yellow Background/Black Foreground Expires 4/2004 - Green Background/White Foreground

Back of decal printed black on white.

Content: See sample for design, construction, and content. If the decal design, construction, or content should

change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a

two digit number or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control number horizontally in black ink using a 12 point font

located at the top right corner above the picture of the dune-buggy. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with the sequential number 000001 for each year.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to show decal type,

quantity, and beginning and ending control numbers.

SAMPLE OF THIS DECAL AND ALL DECALS ARE AVAILABLE UPON REQUEST.

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SNOWMOBILE VALIDATION DECAL

Design: Overall size is 6" x 2 3/4" with two decals at 3" x 2 $\frac{1}{2}$ ". A decal control number is printed at the upper

right of each decal.

Stock: Vinyl sheeting 66-VRWAP permanent adhesive

Color: Expires 10/1999 - Green Background/White Foreground

Expires 10/2000 - Red Background/White Foreground Expires 10/2001 - Blue Background/White Foreground Expires 10/2002 - Yellow Background/Black Foreground Expires 10/2003 - Green Background/White Foreground

Back of decal printed black.

Content: See sample for design, construction, and content. If the decal design, construction, or content should

change, the Tax Commission will provide a mock-up to illustrate those changes. The vendor will be required to prepare the camera ready art. Font size and style must be approved by the Tax Commission prior to printing. Size and style similar to the samples. The year may be displayed on the decal as a

two digit number or a four digit number as approved by the Tax Commission.

Control

Number: Control numbers required. Print the control number horizontally in black ink using a 12 point font

located at the top right corner over the picture of the snowmobile. The control number must be approved. The control number may be printed in a white field, instead of over the background color, to improve readability. The control number will begin with the sequential number 000001 for each year.

Package: Shrinkwrap decal in quantities of 100. Box in 2,000. Each box must be labeled to show decal type,

quantity, and beginning and ending control numbers.

SAMPLE OF THIS DECAL AND ALL DECALS ARE AVAILABLE UPON REQUEST.

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AMENDMENT NUMBER 2 to CONTRACT NUMBER 986641

To be attached to and made a part of the above numbered contract by and between the State of Utah, Utah State Tax Commission, referred to as Commission and Decals Inc. referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

| The contract period | IS | amende | d |
|---|----|--------|---|
|---|----|--------|---|

- From:

N/A

- To:

N/A

- 2. The dollar amount of change to the contract for this amendment is: N/A
- 3. The total contract amount is now changed:

From: N/ATo: N/A

- 4. The contract is amended to include attached 2001 short order prices.
- 5. Effective Date of Amendment: 4/01/01

All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

Contractor Signature Date

SCOTT C. MCLEAN

Contractor Name (Please Print)

PRESIDENT

Title

Division Director Date

July along

3.50.01

Contract Officer

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5/01

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APR 1 3 200

Director, Division of Purchasing

Date ///

PROCESSED BY

Division of Finance DIVISION OF FINANCE

Date

AMENDMENT NUMBER 1 to CONTRACT NUMBER 986641

To be attached to and made a part of the above numbered contract by and between the State of Utah, Utah State Tax Commission, referred to as Commission and Decals Inc. referred to as Contractor.

THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

1. The contract period is amended

- From:

4/01/01

. То:

3/31/02

- 2. The dollar amount of change to the contract for this amendment is: N/A
- 3. The total contract amount is now changed:

From: N/A

- To: N/A

- 4. The contract now reads: 4. Contract Period: "Effective Date 4/1/98. Termination Date 03/31/01,..."

 The contract is amended to read: 4. Contract Period: "Effective Date 4/1/01. Termination Date 3/31/02,...."
- 5. Effective Date of Amendment: 4/01/01

All other conditions and terms in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this Amendment to be executed.

Contractor Signature

SCOTT C. MCLEAN

Contractor Name (Please Print)

PRESIDENT

Title



Division Director

Date

Division Director

Date

Director, Division of Purchasing

CONTRACT RECEIVED AND

PROCESSED BY

Division of Finance

Date

Date